

DECISION

Dispute Codes: *MNSD, MNDC, FF*

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order to recover the costs of changing the locks, loss of income and for the filing fee. The landlord also applied to retain the security deposit. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Has the landlord established a monetary claim for costs incurred to change the locks and for the filing fee? Did the landlord incur a loss of income? Is the landlord entitled to keep the security deposit?

Background and Evidence

The tenancy started on September 15, 2010 for a fixed term of six months. Rent was \$450.00 per month due on the first of the month. The tenant paid a security deposit of \$225.00.

On January 12, 2011, the tenant informed the landlord that due to personal reasons he had to move out of the rental unit and offered to find a tenant to take over his lease. The landlord agreed. On January 14, 2011, the tenant informed the landlord that he had found someone and the landlord replied that she needed to check the new tenant's identification papers and do some reference checks.

The landlord stated that on January 18, 2011, she visited the rental unit to meet the new tenant and found that he had already moved in. She stated that she was not comfortable with the identification papers of the new tenant and therefore she asked him to leave. The new tenant had already paid rent for the remainder of January and moved out on January 31, 2011. The landlord found a tenant for February 01, 2011.

The landlord stated that since the tenant had allowed the new tenant to move in, without approval from the landlord, she was forced to change the locks and incurred an

expense of \$168.00. The landlord is also claiming one month's rent from the tenant because he did not provide her with adequate notice to end the tenancy.

The landlord is claiming the following:

1.	Loss of income	\$450.00
2.	Mailing costs	\$30.00
3.	Change of locks	\$168.00
4.	Filing fee	\$50.00
	Total	\$698.00

Analysis

Based on the sworn testimony of the landlord, I find that she did not suffer a loss of income. The landlord received rent for January and found a new tenant for February 01, 2011. Therefore the landlord is not entitled to \$450.00 for loss of income as she did not incur any loss.

The legislation does not permit me to award any litigation related costs other than the filing fee. Therefore the landlord's claim for mailing costs in the amount of \$30.00 is dismissed.

Section 25 of the *Residential Tenancy Act* speaks to rekeying locks for new tenants. This section states that at the request of a tenant at the start of a new tenancy, the landlord must rekey the lock and pay all costs associated with the change.

In this case the landlord chose to rekey the locks for the new tenant and therefore she must bear the cost of doing so.

The landlord has not proven her case and therefore must bear the cost of filing this application. I order the landlord to return the security deposit in full to the tenant within 15 days of receiving this decision and in accordance with section 38 of the *Residential Tenancy Act*

Conclusion

The landlord's application is dismissed. The landlord must return the security deposit to the tenant in full, within 15 days of receiving this decision.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: March 14, 2011.

Residential Tenancy Branch