



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNDC, MNSD, MNR,

Introduction

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

This decision deals with two applications for dispute resolution, one brought by the tenant and one brought by the landlords. Both files were heard together.

The tenant's application is a request for a monetary order for \$1850.00, and a request for an order for recovery of the filing fee.

The landlord's application is a request for a monetary order for \$375.00, a request for recovery of the filing fee, and a request to retain the full security deposit towards the claim.

Background and Evidence

The tenants testified:

- They did some renovations on the landlords rental units and believe that the landlord should pay for the work they did.
- They did not make any agreement with the landlord prior to doing the work nor did they give the landlord any written request to have any repairs or renovations done.
- They also want the landlord to return their security deposit however they have never given the landlord a forwarding address in writing. The landlord stated he did not need a forwarding address in writing.
- They also never gave the landlord any written Notice to End Tenancy; however the landlord was verbally informed of their intentions to vacate the rental unit.

The landlord testified that:

- The tenants did renovations to the rental unit without any permission to do so, and without ever requesting that the landlord do any renovations.
- These renovations were not required; they were just changes to the property that the tenants wanted.
- He never agreed to pay the tenant for any work done nor does he believe that he should have to pay for any of this work.
- He is requesting an order allowing him to keep the full security deposit because the tenant did not give the required Notice to End Tenancy and in fact no written notice was ever given.
- The tenants did verbally tell them that they intended to vacate however they did not give a specific date and therefore he was unable to advertise the unit for rent.
- As a result of the improper notice he lost the one half months rental revenue.

Analysis

It is my decision that I will not allow any of the tenant's claims.

First of all there is no evidence to show that there was ever any agreement that the landlord would pay the tenant to do renovations to the rental unit. The tenant admitted that he simply went ahead and did these renovations/repairs on his own without asking the landlords permission.

Therefore it is my decision that since the tenant chose to do this work without first getting an agreement with the landlord, the tenant must bear the cost of the renovations that he did.

Secondly I deny the tenants claim for return of the security deposit.

First of all the tenant has never given the landlord a forwarding address in writing and therefore the landlord is not required to return the security deposit, and secondly it is my finding that the tenants are liable for the lost rental revenue suffered by the landlord as a result of the tenant's failure to give a Notice to End Tenancy in writing as required under the Residential Tenancy Act.

I therefore allow the landlords claim for the lost rental revenue of \$375.00 and recovery of the \$50.00 filing fee.

Conclusion

The tenant's application is dismissed in full without leave to reapply.

I have allowed \$425.00 of the landlord's application and I therefore order that the landlord may retain the full security deposit of \$375.00 and have issued a monetary order in the amount of \$50.00.

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: September 07, 2011.

Residential Tenancy Branch