



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

A substantial amount of documentary evidence, photo 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 is a request for a monetary order for \$1106.74 and a request for recovery of the \$50.00 filing fee.

Background and Evidence

The applicant testified that:

- The tenant did not give the required written Notice to End Tenancy, and only gave verbal notice on August 16, 2011 to end the tenancy on August 31, 2011.
- He attempted to re-rent the unit but was unable to rent it in the month of September 2011 and therefore lost the full rental revenue for that month.
- The tenants also refused to return the keys at the end of the tenancy and when he attempted to open the door with his own keys he found one of the locks had been changed, and as a result he had to have a locksmith come and replaced the lock.

- The keys were not returned until September 14, 2011.

The applicant is therefore requesting an order as follows:

Lost rental revenue for September 2011	\$1000.35
Replacing the lock	\$106.39
Filing fee	\$50.00
Total	\$1156.74

The respondent testified that:

- The landlord had wanted them to move out of the rental unit, and therefore when they found a place they informed the landlord verbally on August 16, 2011 that they would be moving on August 31, 2011.
- When they informed the landlord that they would be moving the landlord said that that was okay, and did not say that we had to give any kind of written notice.
- We offered to return the keys at the end of the tenancy however the landlord refused to take the keys.
- The keys were therefore left with the condominium property manager and he returned the keys to the landlord on September 14, 2011.
- We did not change the locks during the tenancy and therefore the landlords keys should have worked in all the locks.

Analysis

It is my finding that the tenants did not give the proper notice to end tenancy required under the Residential Tenancy Act. The Residential Tenancy Act requires that tenants give one clear month Notice to End Tenancy in writing.

In this case the tenants did not give one clear months notice, and did not give notice in writing.

The tenants have argued that the landlord accepted their verbal notice and there for they should not be held liable for any rent past the end of August 2011, however it is my finding that the tenants have not shown that the landlord waived the requirement for proper notice.

If tenants fail to give the proper notice and the landlord is unable to rent the unit the tenants are liable for any lost rental revenue and therefore I will allow the landlords claim for the lost rental revenue for the month of September 2011.

I also allow the landlords claim for changing the locks, as I find it very unlikely that the landlord would have refused to have accepted the keys at the end of the tenancy.

Therefore since the keys were not return till well after the tenancy ended the landlord was justified in having the locks changed, especially since the keys he did have did not work in one of the locks.

Having allowed the landlords full claim, I also order recovery of the \$50.00 filing fee

Conclusion

I have allowed the landlords full claim of \$1156.74, and I therefore order that the landlord may retain the full security deposit of \$475.00 plus interest of \$7.42 for a total of \$482.42, and have issued a monetary order in the amount of \$674.32.

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: October 28, 2011.

Residential Tenancy Branch