



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlords for a monetary order for compensation under the Act and the tenancy agreement, an order to retain the security deposit in partial satisfaction of the claim, an order for unpaid rent, and to recover the filing fee for the Application.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary Matters

The parties have been involved in Dispute Resolution proceedings prior to this case. In a previous Application made by the Tenant, the Dispute Resolution Officer ordered the Landlord to return double the security deposit to the Tenant, as well as other monetary amounts. Furthermore, a portion of the Tenant's claim was dismissed due to insufficient evidence.

In their Application the Landlords have claimed against the security deposit. As well, the Tenant attempted to enter evidence in regard to the portion of the claim dismissed in the earlier proceeding.

I explained to the parties during the hearing that I have no jurisdiction in a hearing to change or alter a prior decision of a Dispute Resolution Officer. If the parties were unhappy with the outcome of the prior decision, they were required to file an Application for Review of the previous decision.

I explained I would not be dealing with the security deposit as it had been dealt with in the prior hearing. Likewise, I would not allow the Tenant to make a monetary claim in the Landlords' Application for Dispute Resolution on a matter which had been dismissed in an earlier decision. The Tenant's request was dismissed earlier and therefore, that issue has been dealt with and cannot be revisited.

I also note that the prior decision made certain findings, which again, I have no authority to alter. The relevant portions of those findings are set out below.

Issue(s) to be Decided

Are the Landlords entitled to rent from the Tenant?

Are the Landlords entitled to other monetary compensation from the Tenant?

Background and Evidence

The Landlords are claiming that the Tenant owes them for rent from March 1 to March 19, 2011. The Landlords claim the Tenant was in the rental unit for this period.

The Tenant agreed she did not pay rent to the Landlords for March 1 to March 15, 2011, the last period the Tenant states she occupied the rental unit.

I note that in the prior decision the Dispute Resolution Officer found that the Tenant did not pay rent from March 1 to 15, 2011, and that the tenancy ended on March 15, 2011.

The Landlords are also claiming for cleaning the rental unit and for changing the locks at the end of the tenancy. The Landlord testified that the Tenant left the rental unit dirty. The Landlord has supplied a receipt in the amount of \$180.00 plus \$21.60 in taxes, for cleaning the rental unit. I note that the receipt is from a renovations company and is not itemized, nor does it set out the hourly rate or the amount of time it took to allegedly clean the rental unit.

The Landlord also testified that the Tenant did not return the key. The Landlord is requesting \$95.20 for rekeying the lock and for getting four keys cut, and an invoice has been provided for this.

In reply, the Tenant claims that the Landlord's Agent refused to accept the return of the key and testified that the rental unit was clean when she vacated the rental unit.

The Tenant testified that at the end of the tenancy she did a walk through the rental unit with an Agent for the Landlord. She testified that the Agent refused to sign the outgoing condition inspection report because he was not at the incoming condition inspection report. Later, when the Agent went to the Tenant's place of employment, he again refused to sign the condition inspection report. The Tenant claims that at this time the Agent for the Landlord threw the key at the receptionist in the Tenant's office and left without the key or signing the condition inspection report.

Analysis

Based on the above, the testimony and evidence, and a balance of probabilities, I find that the Tenant has breached section 46 of the Act by failing to pay the Landlords rent for March 1 to 15, 2011.

I find that the Landlords had insufficient evidence to prove the Tenant did not clean the rental unit at the end of the tenancy. The Landlords should have performed an outgoing condition inspection report in accordance with the Act to record any deficiencies, but failed to do so. The invoice for the cleaning does not contain sufficient particulars about what was done to the rental unit or how long it took to do the alleged cleaning. Without this information there can be no determination whether or not the charges were reasonable for the alleged work done. Therefore, I deny this portion of the claim.

I also deny the Landlords request for compensation for changing the locks. In the absence of any contradictory testimony or evidence from the Landlords' Agent, I accept the testimony of the Tenant that the Agent refused to accept the key from the Tenant. Therefore, I dismiss this portion of the claim.

Section 67 of the Residential Tenancy Act states:

Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

I find the breach of the Act by the Tenant has caused the Landlords to suffer a loss.

I find that the Landlords have established a total monetary claim of **\$2,227.42**, comprised of \$2,177.42 for the March 2011 rent owed and the \$50.00 fee paid for this application. I grant and issue the Landlords an order in that amount.

This order may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

This decision is final and binding on the parties, except as otherwise provided in the Act, and 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: January 10, 2012.

Residential Tenancy Branch