



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDC, MNSD, FF / MNSD, FF

Introduction

This hearing concerns 2 applications: i) by the landlord for a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of all or part of the security deposit / and recovery of the filing fee; and ii) by the tenant for a monetary order as compensation for the return of all or part of the security deposit / and recovery of the filing fee.

Both parties participated in the hearing and gave affirmed testimony.

Issue(s) to be Decided

Whether either party is entitled to any of the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Although the parties agree that a written tenancy agreement was created, there is no copy of the agreement before me in evidence. The 6 month fixed term of tenancy began May 1, 2012. Monthly rent was \$675.00, and a security deposit in that same amount was collected.

The tenant ended the tenancy and vacated the unit on or about July 18, 2012. Rent was paid to the end of July, and new renters were found effective August 1, 2012. At no time has the tenant provided the landlord with his forwarding address in writing, and the tenant testified that he is still reluctant to do so.

The landlord claims that as the tenant failed to return the unit key(s) when he vacated the unit, the locks had to be changed for the new renters. The tenant acknowledges that while he did not return the keys at the time when he vacated the unit, he subsequently returned them to the landlord by mail. However, the landlord testified that she has not received the unit key(s) by mail.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca

Based on the documentary evidence and testimony, below, the various aspects of the landlord's application are followed by my findings with respect to both applications.

\$64.94*: *cost of new lock(s)*. Section 37 of the Act addresses **Leaving the rental unit at the end of a tenancy**, and provides in part:

37(2) When a tenant vacates a rental unit, the tenant must

(b) give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

I find on a balance of probabilities that the tenant did not return the unit keys to the landlord when he vacated the unit. Accordingly, I find that the landlord has established entitlement to recovery of costs associated with changing the lock(s) to the unit.

\$40.00*: *labour to install new lock(s)*. Following from the reasons set out immediately above, I find on a balance of probabilities that the landlord has established entitlement to the full amount claimed for labour to install the new lock(s).

\$10.00: *registered mail*. Section 72 of the Act addresses **Director's orders: fees and monetary orders**. With the exception of the filing fee for an application for dispute resolution, the Act does not provide for the award of costs associated with litigation to either party to a dispute. Accordingly, this aspect of the application is hereby dismissed.

Landlord's Total Entitlement: \$109.94 (\$64.94 + \$40.00).

I order that the landlord retain \$109.94 from the security deposit. After such time as the tenant provides the landlord with a forwarding address in writing, I hereby ORDER the landlord to return the balance of the security deposit to the tenant in the amount of \$565.06 (\$675.00 - \$109.94). I also grant the tenant a monetary order under section 67 of the Act in the amount of \$565.06.

As both parties have achieved a measure of success with their applications, the respective applications to recover the filing fee are both hereby dismissed.

Finally, the attention of the parties is drawn to section 38 of the Act which speaks to **Return of security deposit and pet damage deposit**.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$565.06**. Should it be necessary, this order may be served on the landlord, filed in the Small Claims Court and enforced as an order of that Court.

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 01, 2012.

Residential Tenancy Branch