



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNR, MNDC, FF

Introduction,

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act*, for a monetary order for loss of income, cost to change the locks and for the recovery of the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary order for loss of income, cost to change the locks and for the recovery of the filing fee?

Background and Evidence

The tenancy started on March 01, 2011 and ended on October 12, 2011. The monthly rent was \$800.00 payable on the first of each month. The rental unit is located in the basement of home. The landlord lives on the main floor and the upper floor is occupied by other renters.

The landlord testified that on or about October 14, 2011, the upper floor renters informed him that the tenant had moved out on October 12, 2011. The landlord stated that on October 12 he was not home for the entire day and returned home late in the evening and therefore did not see the tenant moving out. As soon as he was informed that the tenant had moved out, he conducted a visual inspection from the outside of the house. He stated that the blinds were all in place and he had no way of looking inside.

The landlord noticed the lack of activity in the basement unit and was unsure of how to proceed. He visited the Residential Tenancy Branch Office on October 17, 2011 and as per instructions, posted a notice of inspection on the tenant's front door. Three days later the landlord entered the unit and found it vacant except for some belongings of the tenant that appeared to be of little to no value.

The landlord stated that the unit was left in an unclean condition and due to the health of the landlord; he was unable to clean the unit himself. Upon receiving assistance, the unit was cleaned and ready to rent. The landlord advertised the availability of the unit by placing a sign in the window as he always did. The landlord was unsuccessful in finding a tenant for November 2012 and is claiming the loss of income he suffered for this month.

The tenant's lawyer testified that the tenant provided verbal notice sometime at the end of September but was unable to provide a date. The tenant's lawyer agreed that written notice was not provided because the landlord is visually impaired. The tenant stated that due to the lack of adequate heating, the tenant was forced to move. She also added that the tenant had repeatedly informed the landlord about the lack of heat.

The landlord stated that the tenant did not return the keys to the rental unit until October 25 and even at that time the tenant returned only one set of keys. The tenant's lawyer stated that both sets were returned to the landlord. The landlord changed the locks and is claiming the cost of doing so in the amount of \$107.00.

The landlord is also claiming the recovery of the filing fee of \$50.00.

Analysis

Section 45 of the *Residential Tenancy Act*, states that a tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that is not earlier than one month after the date the landlord receives the notice and is the day before the day in the month that rent is payable under the tenancy agreement.

Section 52 of the *Residential Tenancy Act*, In order to be effective, a notice to end a tenancy must be in writing and must be signed and dated by the tenant giving the notice.

Based on the testimony of both parties, I accept the landlord's evidence in respect of the claim. In this case the tenant did not give the landlord written notice to end the tenancy. The landlord found out that the tenant had moved out on or about October 17, 2011 and despite making efforts, was unsuccessful in finding a new renter, thereby causing the landlord to suffer a loss of income for the month of November 2011.

Accordingly, I find that the landlord is entitled to **\$800.00**, which is the loss that he suffered.

Section 37(2) of the *Residential Tenancy Act* States that when a tenant vacates a rental unit, the tenant must 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.

Based on the testimony of both parties, I accept the landlord's evidence that the tenant moved out on October 12, 2011 and failed to return the keys until October 25. The landlord further testified that he changed the locks prior to October 25; after he determined that the tenant had moved out and had not returned the keys. Therefore I find that the tenant must bear the cost of changing the locks. I award the landlord his claim of \$107.00.

Since the landlord has proven his case, he is entitled to the recovery of the filing fee in the amount of \$50.00.

Overall, the landlord has established a claim of \$957.00. I grant the landlord an order under section 67 of the *Residential Tenancy Act* for this amount. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order in the amount of **\$957.00**.

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: March 07, 2013

Residential Tenancy Branch

