



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The landlord and the tenant participated in the teleconference hearing.

At the outset of the hearing, the tenant confirmed that he had received landlord's application. The landlord stated that he had attached his monetary claim breakdown in a PDF document to his online application; however, neither I nor the tenant received a copy of that document. I explained to the landlord that it was not possible to attach documents to the online application, and participants in the dispute resolution process are informed that they must submit any supporting documents or evidence separately.

Both parties were given full opportunity to give testimony and respond to the other party. I have reviewed all testimonial evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on August 1, 2014. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$500. The tenancy ended on November 30, 2013.

Landlord's Claim

The landlord stated that the tenant did not show up for the move-out inspection on November 30, 2013. The landlord stated that when he entered the rental unit it was not clean, and it smelled of cigarette smoke. The landlord tried cleaning the walls, but the smell would not go away, so he painted. The landlord also stated that the tenant did not return the keys, so he had to change the locks because a new tenant was moving in the next day.

The landlord claimed the following:

- 1) \$120 for three hours of cleaning;
- 2) \$89.45 for paint and \$80 for four hours the landlord's labour to do painting; and
- 3) \$176 for a locksmith.

Tenant's Response

The tenant stated that he started cleaning the rental unit on November 27, 2013, and everything was cleaned when he vacated. The tenant stated that the landlord said he would come down to the unit on November 30, 2013, but he did not. The tenant stated that on November 30, 2013 he emailed the landlord to tell him where he left the keys. The tenant denied ever smoking in the unit.

Analysis

Upon consideration of the testimonial evidence and on a balance of probabilities I find as follows.

The landlord and the tenant gave conflicting testimony regarding the condition of the rental unit at the end of the tenancy. The landlord had the burden of proof to establish that he was entitled to the amounts he claimed. I find that the landlord did not provide sufficient evidence to establish his claim regarding the cleaning and the painting, and I therefore dismiss these portions of the landlord's claim.

I find that the landlord is entitled to the amount claimed for a locksmith. The tenant stated that he emailed the landlord to tell him where he left the keys; however, email is not always a reliable form of communication, and the landlord either did not check or did not receive the email in time. The landlord had to incur the cost to change the locks, as he had a new tenant moving in the next day. I grant the landlord \$176 for the cost of the locksmith.

As the landlord's claim was partially successful, I find he is entitled to partial recovery of his filing fee, in the amount of \$25.

Conclusion

The landlord is entitled to \$201. I order that the landlord retain this amount from the security deposit in full satisfaction of the award. I grant the tenant an order under section 67 for the balance of the security deposit, in the amount of \$299. This order may be 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: May 26, 2014

Residential Tenancy Branch

