



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, MNDC, FF

Introduction

This is an application for a monetary order for \$1411.40.

A substantial amount of documentary evidence and written arguments has been submitted prior to the hearing.

I have given the parties the opportunity to present all relevant evidence, and to give oral testimony, 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

Has the applicant established a monetary claim against the respondent, and, if so, in what amount?

Background and Evidence

The applicant testified that:

- The tenant paid a security deposit of \$550.00 on May 16, 2014 and this tenancy began on June 1, 2014 with a monthly rent of \$1175.00.
- The tenant vacated the rental unit on June 27, 2014 without giving any notice whatsoever.
- As a result of the tenant's failure to give notice she lost the full rental revenue for the month of July 2014.
- The tenant also failed to return any keys and as a result she had to have the locks rekeyed at a cost of \$168.40.

She is therefore requesting a monetary order as follows:

July 2014 lost rental revenue	\$1175.00
Rekeying locks	\$168.40
Registered mail costs for dispute papers	\$18.00
Filing fee	\$50.00
Total	\$1411.40

The respondent testified that:

- There was a problem with the furnace in the rental unit that caused it to turn on at 3 AM every morning pumping heat until the temperature got up to 27°C.
- He requested that the landlord repair the unit, however the landlord never did so and as a result he was kept awake every night from the high heat.
- The left numerous messages on the landlord's phone, and sent numerous e-mails, however the repair was never done and therefore he decided to vacate the rental unit rather than put up with any more loss of sleep.
- The keys to the rental unit were left on the kitchen counter, except for the entry key which was left on the step outside.
- He believes the landlords claim should be denied in full for failing to repair the furnace.

In response to the tenant's testimony the landlord testified that:

- There was nothing wrong with the furnace in the rental unit, and the previous tenants had no problem whatsoever.
- The issue with the heat problem was a result of the tenant not using the thermostat properly.
- The one time the tenant did complain to her about the heat she informed him he could get information on running the thermostat online and after that she heard nothing further from him and therefore assumed the matter and been resolved.
- She has provided phone records that show that the tenant did not phone and leave messages, and she has found from the tenant's previous employer, who forwarded e-mails to her, that the tenant had been sending e-mails to the wrong e-mail address.
- Further, no keys were found on the step outside or on the kitchen counter.

Analysis

It is my finding that the tenant did not have the right to end this tenancy without giving the proper notice required under the Residential Tenancy Act.

The tenant claims that he vacated without notice because the landlord and failed to repair the furnace when requested, however the tenant has provided no evidence to show how and when requests for repairs were made to the landlord.

Further, under the Residential Tenancy Act the tenant had the right to have the furnace repaired if it was truly faulty as that is considered an emergency repair, and then could have billed the cost to the landlord, and deducted the cost from the rent if the landlord failed to pay the bills.

The tenant also had the right, under the Residential Tenancy Residential Tenancy Act, to apply for a repair order to have the landlord repair the furnace if it was indeed faulty.

It is my finding therefore that the tenant is liable for the loss rental revenue for the month of July 2014.

Further, although the tenant claims to have left the keys at the rental property, again he has provided no evidence to support that claim, and the landlord has testified that no keys were found. It is the tenant's responsibility to ensure that the keys are properly returned to the landlord, and leaving keys behind, especially on the doorstep where they could be accessed by anyone, is not a reasonable method of returning keys.

I therefore also allow the landlords claim for rekeying the locks.

I deny the landlords claim for registered mail costs for delivery of the dispute package as this is a cost of the dispute resolution process and I do not have the authority to award costs other than the filing fee.

I will allow the claim for recovery of the filing fee.

Therefore the total amount of this claim that I have allowed is as follows:

July 2014 lost rental revenue	\$1175.00
Rekeying locks	\$168.40
Filing fee	\$50.00
Total	\$1393.40

Conclusion

I have allowed \$1393.40 of the applicants claim and I therefore Order that the applicant may retain the full security deposit of \$550.00 and I have issued a monetary order in the amount of \$843.40. As stated above, the \$18.00 claim for registered mail costs is dismissed without leave to reapply.

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: January 22, 2015

Residential Tenancy Branch

