



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC

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. Both parties participated in the conference call hearing.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background, Evidence and Analysis

The landlord's undisputed testimony is as follows. The tenancy began on May 1, 2013 and ended in sometime of July 2014. The tenants were obligated to pay \$1000.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$500.00 security deposit. Both parties participated in the move in condition inspection but only the landlord participated at move out.

I address the landlord's claims and my findings around each as follows.

First Claim – The landlord is seeking \$762.72 for the replacement of three damaged doors. The landlord submitted photos, receipts and the condition inspection report to support his claim.

The tenant disputes this claim. The tenant stated that she accepts that she was responsible for the damage to the doors but does not feel that they needed to be replaced. The tenant stated that she felt that painting the doors would have been sufficient.

Based on the documentary evidence of the landlord and the tenants own testimony accepting responsibility for the damage I find that the landlord is entitled to \$762.72.

Second Claim – The landlord is seeking \$106.81 for the replacement of locks and keys. The landlord stated that the tenant did not return the keys at any point. The landlord submitted a receipt to support their claim.

The tenant stated that she had moved out of the unit on June 29, 2014 but was still in possession of the keys on July 11, 2014. The tenant stated that she kept the keys because she was planning on trying to fix the doors herself even though there was not an agreement with the landlord in place to do so.

In the tenants own testimony she stated that she did not return the keys on her move out date and advised that because the relationship had deteriorated, she chose not to return the keys at any point. Based on the above I find that the landlord is entitled to \$106.81.

Third Claim – The landlord is seeking \$1000.00 for loss of revenue for the month of July 2014. The landlord stated that the tenant gave verbal notice on June 1, 2014 yet still was in possession of the keys on July 11, 2014. The landlord stated that he was unsure if and when the tenant would vacate and was unable to rent the unit because of this until August 1, 2014.

Section 45 of the Act addresses this issue as follows

45 (1) A tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that

(b) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

In this case, notice was to be given on May 31, 2014 in writing in accordance with Section 52 of the Act to be effective; the tenant failed to do both of those things. In addition, the tenant was still in possession of the keys on July 11, 2014. The landlord could not attempt to re-rent the unit with certainty that the tenant would vacate on time. Based on all of the above I find that the landlord is entitled to \$1000.00.

Conclusion

The landlord has established a claim for \$1869.53. I order that the landlord retain the \$500.00 security deposit in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1369.53. 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: January 13, 2015

Residential Tenancy Branch

