



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes**

Tenant's claim: MNDC, MNSD  
Landlord's claim: OPB, MND, MNR, MNSD, MNDC

### **Introduction**

This was a hearing with respect to applications by the landlord and by the tenant. The hearing was conducted by conference call. The landlord and the tenant called in and participated in the hearing.

### **Issue(s) to be Decided**

Is the tenant entitled to a monetary award and if so, in what amount?  
Is the tenant entitled to the return of all or part of his security deposit?  
Is the landlord entitled to a monetary award and if so, in what amount?

### **Background and Evidence**

The tenant submitted his application for dispute resolution in November, 2014. He said in his application that the landlord has not returned his damage deposit. The tenant testified that he moved into the rental unit, which is a basement suite, in 2012. The monthly rent was \$450.00 and he paid a security deposit of \$225.00. The tenant moved out in May, 2014. The tenant claimed a monetary award in the amount of \$1,775.00. He said the amount claimed included his \$225.00 security deposit as well as \$200.00 compensation because there was a hole in the ceiling that was never fixed. \$350.00 as compensation because the tenant painted the rental unit. The tenant claimed \$100.00 because the toilet was not working and a new toilet was installed. He requested payment of \$400.00 as interest and an award of \$500.00 for personal inconvenience. The tenant did not submit any documentary or photographic evidence in support of his claim. The tenant did not provide evidence to show that he provided the landlord with his forwarding address in writing.

The landlord applied for a monetary award in the amount of \$3,650.00. He claimed that the tenant moved out in May without providing any written notice. He did not return the keys to the landlord and he did not provide the landlord with his new address. The landlord said that the tenant failed to participate in an inspection of the rental unit on May 31, 2014 and that the tenant caused considerable damage to the rental unit. The landlord claimed unpaid rent for seven months, apparently because the tenant failed to return the keys and the landlord submitted that the tenant had not returned possession of the unit to the tenant. The landlord claimed a further \$450.00 said to be for the cost of a lawyer's letter sent to the tenant. The landlord denied the tenant's claims; he said there was no hole in the ceiling and said the tenant had done no painting. The landlord said that the tenant caused the toilet to be plugged and the landlord had to pay for the installation of a new one.

According to the evidence submitted by the landlord, when the tenant moved out of the rental unit after providing only 10 days of verbal notice, the landlord agreed to accept \$225.00 or ½ month's in lieu of the proper notice.

### Analysis

The tenant has not provided any documentary or photographic evidence to support his claims for compensation. All of the tenant's claims for compensation have been denied by the landlord. The tenant has not submitted evidence to show that he gave the landlord his forwarding address in writing before the hearing and I find that he has not proven on a balance of probabilities that he is entitled to a monetary award in any amount. The tenant's application is therefore dismissed without leave to reapply.

The landlord claimed seven month's rent supposedly because the tenant failed to return keys. The landlord's claim is clearly retaliatory, brought in response to the tenant's claim. There is no merit to the claim for loss of rental income and the landlord is not entitled to be reimbursed for his legal fees to send a demand letter to the tenant; these claims are denied. I accept the landlord's evidence that the tenant failed to give proper written notice to end the tenancy and that the landlord is entitled to an award in the amount of ½ month's rent, or \$225.00 as he proposed to the tenant as compensation for the lack of proper notice and consequent loss of rental income. All other claims by the landlord are dismissed without leave to reapply. Because the majority of the landlord's claims have been dismissed I decline to award the landlord the filing fee for his application.

### Conclusion

The tenant's application has been dismissed without leave to reapply. The landlord's application has been dismissed, save for an award of \$225.00. I order that the landlord retain the security deposit of \$225.00 that he holds, in full and final satisfaction of the monetary award.

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: June 22, 2015

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Residential Tenancy Branch

