



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNSD, MNDC, FF, O

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order allowing retention of the security deposit in partial satisfaction of the claim. Both parties appeared and had an opportunity to be heard.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order and, if so, in what amount?

### Background, Evidence and Analysis

This month-to-month tenancy commenced March 1, 2011. The monthly rent of \$1355.00 was due on the 20<sup>th</sup> day of the preceding month. The tenant paid a security deposit of \$700.00. A move-in inspection was conducted and a move-in condition inspection report was completed on February 28, 2011.

In mid-December the parties had an exchange of e-mails wherein the tenant asked the landlord if she intended to sell the house: "if so I will have to put in my notice". The landlord replied that if the market picked up she would be listing it.

In February the landlord sent the tenant several e-mails asking for post-dated cheques for the next six months. Finally on February 28 the tenant sent her an e-mail that stated:

" . . I sent an email on December 17<sup>th</sup> to your response on selling the house. I responded it was in my best interests to move if you were thinking of selling your house and stated I would be out at the end of February. I haven't been staying in the house since the start of February. The house is empty and the key and the garage door opener are on the kitchen island."

The landlord testified that she never received an e-mail advising her that the tenant was giving notice to end tenancy and the tenant never filed a copy of the e-mail he said he sent.

The landlord sent the tenant at least two e-mails asking him to do a move-out inspection with her but never received a response.

The tenant testified that he has never provided the landlord with a forwarding address because he does not really have one.

#### *March Rent*

Section 52 of the *Residential Tenancy Act* provides that in order to be effective, a notice to end a tenancy given by a tenant must be in writing, be signed and dated by the tenant, give the address of the rental unit and state the effective date of the notice. Even if the tenant had sent the landlord the e-mail he said he did that e-mail is not an effective notice to end tenancy because it is not signed by the tenant.

As the tenant did not give effective notice to end tenancy he is responsible for the March rent in the amount of \$1355.00.

#### *Cleaning*

The landlord claimed \$200.00 for cleaning and a total of \$74.11 for cleaning supplies and light bulbs. The tenant did not object to these claims.

#### *Carpet Cleaning*

The landlord claimed \$99.75 for carpet cleaning. The tenant said he did not clean the carpets before he left because they had not been cleaned before he moved in.

As explained in *Residential Tenancy Policy Guideline 1: Landlord & Tenant – Responsibility for Residential Premises* the landlord is expected to provide the tenant with clean carpets in a reasonable state of repair at the start of the tenancy. A tenant will usually be held responsible for steam cleaning or shampooing the carpets after a tenancy of one year. The tenant's argument may have been relevant if this had been a short term tenancy but the tenant had lived in this unit for four years. He should have had the carpets professionally cleaned. This claim is allowed.

#### *Blind Repair*

The landlord claimed \$35.75 for repair to one blind. The tenant did not object to this claim.

#### *Shelf Replacement*

The landlord had had shelves built in the garage just prior to the start of this tenancy. The tenant removed those shelves. The landlord submitted an estimate for rebuilding

the shelves from the person who built the shelves originally in the amount of \$105.00, labour and materials. The tenant did not dispute this item.

#### *Rug Replacement*

The unit was rented partially furnished. The landlord testified that several area rugs that were new at the start of the tenancy were missing at the end of the tenancy and she submitted the invoice for replacement in the amount \$109.15. At first the tenant testified that he had not taken the carpets. Later he acknowledged that it was possible that in the confusion of cleaning and moving one of his helpers may have thrown out the rugs by accident. The claim is allowed in full.

#### *Key Replacement*

The landlord claimed \$117.25 for key replacement. She testified that she found the front door key and the garage door opener in the unit but not the mail key. Given the manner in which the tenancy ended she did not feel she could trust the tenant and so had the locks on the entrance doors replaced. She also had a new mail box key made. The tenant testified that he left all the keys at the unit; including the mail box key.

Section 37(2) provides that when a tenant vacates a rental unit he or she 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 rental unit.

Section 25 provides that if an incoming tenant asks the landlord to rekey or otherwise alter the locks so that the keys or other means of access given to the previous tenant do not give access to the rental unit the landlord must do so at his or her own cost.

The tenant left the entrance keys at the rental unit at the end of the tenancy thereby meeting his responsibility under the legislation. If the landlord subsequently rekeyed the locks, either as a result of her own decision or at the request of the next tenant, she must bear the cost of doing so.

With regards to the mail key, the only evidence is the conflicting oral testimony of the parties as to whether the mail key was left behind or not. There is no additional evidence to tip the balance of probabilities in the landlord's favour.

The landlord's claim for key replacement is dismissed.

The landlord has claimed for the costs of registered mail and the photographs filed in evidence. As explained in the hearing the *Act* does not allow an arbitrator to award any

party the costs of preparing or serving their application for dispute resolution or evidence. This part of the landlord's claim is dismissed.

Conclusion

I find that the landlord has established a total monetary claim of \$2028.76 comprised of the following:

March Rent	\$1355.00
Cleaning	200.00
Cleaning Supplies	74.11
Carpet Cleaning	99.75
Replace Garage Shelves	105.00
Replace Area Rugs	109.15
Repair Blind	35.75
Filing fee	50.00

I order that the landlord retain the security deposit of \$700.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1328.76. If necessary, 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: June 29, 2015

---

Residential Tenancy Branch

