



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MNSD, FF

Introduction

This hearing was convened in response to an application by the landlord under the *Residential Tenancy Act* (the Act) to keep all or part of the security deposit in satisfaction of loss or damage to the rental unit and to recover the filing fee for this application. The hearing was conducted by conference call.

Both parties attended the hearing and were given full opportunity to present all relevant evidence and relevant testimony in respect to the claim and to make relevant prior submission to the hearing and fully participate in the conference call hearing. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

Issue(s) to be Decided

Is the landlord entitled to retain a portion of the tenant's security deposit?

Background and Evidence

The undisputed testimony and evidence of the parties is that the tenancy started April 01, 2013 and has since ended. Rent payable was \$1350.00 per month. At the outset of the tenancy the landlord collected a security deposit of \$675.00 and retains the entire amount in trust.

At the end of the tenancy the landlord determined the rental unit oven was left unclean, and the front door lock required re-keying. The landlord seeks recovery of costs for cleaning, the cost for prints of photographs in advancing their claim, and the cost to re-

key the front door lock. The landlord withdrew their claim for cleaning supplies. The landlord provided an invoice for oven cleaning of \$50.00, a receipt for photo prints of

\$21.00, and an invoice for lock re-keying in the amount of \$99.75. The landlord testified that at the end of the tenancy the tenant returned only one key of two and the landlord determined to rekey the front door lock for security reasons.

The tenant agreed with the landlord's claim for oven cleaning; however, disputed the landlord's claim for re-keying the front lock. The tenant also disputed the landlord's claim for photo prints. The landlord was advised this portion of their claim is not a compensable cost as all parties are individually responsible for their own arbitrary litigation costs to advance their position: although the filing fee for an application is a compensable claim under the Act.

The tenant explained that 5 months before the end of the tenancy one of the rental unit keys was stolen along with a wallet of the tenant, however, the door lock was not re-keyed. The parties provided contrasting testimony as to the series of events surrounding the missing key and if the lock should be re-keyed. There was no agreement as to these events. None the less, it was agreed at the end of the tenancy the landlord did not receive both keys to the unit and that the security of the rental unit may be compromised.

Analysis

I accept the testimony and documentary evidence submitted as establishing that they incurred certain amounts claimed and that they are entitled to compensation.

The landlord's claim for photograph prints is not compensable and is **dismissed**.

The parties agree the landlord is entitled to compensation for oven cleaning in the amount of \$50.00, and I will so Order.

Section 37 of the Act states as follows: (emphasis mine)

Leaving the rental unit at the end of a tenancy

37 (1) Unless a landlord and tenant otherwise agree, the tenant must vacate the rental unit by 1 p.m. on the day the tenancy ends.

(2) When a tenant vacates a rental unit, the tenant must

(a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and

(b) 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 residential property.

I find the tenant was obligated to return all keys within their possession or control, but did not. I find the landlord was entitled to re-key the front door locks so as to re-establish confidence in the security of the unit. I grant the landlord **\$99.75** for re-keying the lock.

As the landlord was partly successful in their claim they are entitled to recover the \$50.00 filing fee paid for their application for a total award to the landlord of **\$199.75**.

Conclusion

I Order that the landlord may retain \$199.75 of the tenant's deposit in full satisfaction of their claim and must return the balance of the tenant's deposit of \$475.25 to the tenant, forthwith. **I grant** the tenant an Order under Section 67 of the Act for the balance due of **\$475.25**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court. Should the landlord satisfy the Order, it becomes null and of no effect.

This Decision is final and binding on both parties.

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: December 22, 2015

Residential Tenancy Branch

