



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MND, MNR, MNSD, FF.*

Introduction

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for a monetary order for the cost to replace security cameras, for the loss of income and for the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of the claim. The tenant applied for the return of the security deposit.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Issues to be decided

Is the landlord entitled to a monetary order for the cost to replace security cameras, for the loss of income and for the filing? Is the tenant entitled to the return of the security deposit?

Background and Evidence

The tenancy started on May 01, 2015 for a fixed term of one year. The rent was \$900.00, due on the first day of each month. Prior to moving in, the tenant paid a security deposit of \$450.00.

The landlord testified that on June 12, 2015, the security cameras around the rental unit were damaged/stolen and the tenant was arrested for this crime. The tenant was incarcerated and the case was tried in Provincial Court. The tenant stated that it was determined that the masked person who committed the crime was male and therefore she had nothing to do with the crime. The landlord is claiming for the cost of replacing the security cameras in the amount of \$562.78.

The landlord testified that on June 19, 2015, he received a call from the tenant's probation officer who informed him that the tenant would return to the rental unit on July 02, 2015 to remove her belongings. The tenant's belongings were removed on June 26, 2015.

The tenant testified that she had one key placed under the mat and got her son to return the second key to the landlord, in person. The landlord agreed that he received the two keys but stated that his original key did not fit in the lock because the lock had been changed by the tenant, without his permission. The tenant denied having changed the lock. Due to the events that had taken place and in the interest of his safety, the landlord hired a locksmith to replace the lock installed by the tenant.

The landlord stated that he also hired a property manager for fear of dealing directly with the tenant. The property manager visited the unit after the tenant had moved out and found that the unit needed cleaning and touch up paint. The work took approximately one week and upon completion of the work, the property manager advertised the availability of the unit. A new tenant was found for August 01, 2015.

The landlord is claiming the following;

1.	Replace security cameras	\$562.78
2.	Locksmith	\$26.60
3.	Loss of income for July 2015	\$900.00
4.	Filing fee	\$50.00
	Total	\$1,539.38

Analysis

1. Replace security cameras - \$562.78

This matter has already been dealt with in Provincial Court and therefore I do not have jurisdiction to hear the landlord's claim for the cost of replacing the damaged/stolen cameras.

2. Locksmith - \$26.62

Section 31 (3) of the *Residential Tenancy Act* states that a tenant must not change a lock or other means that gives access to his or her rental unit unless the landlord agrees in writing to, or the director has ordered, the change.

In this case I prefer the testimony of the landlord. I find that the locks were changed and that the landlord did not give the tenant permission to do so. Therefore I find that the landlord is entitled to the cost incurred to hire the services of a locksmith.

3. Loss of income - \$900.00

Section 45(2) of the *Residential Tenancy Act* states that a tenant may end a fixed term tenancy by giving the landlord notice to end the tenancy effective on a date that:

- (a) Is not earlier than one month after the date the landlord receives the notice
- (b) Is not earlier than the date specified in the tenancy agreement as the end of the tenancy and
- (c) Is the day before the day in the month on which the tenancy is based that rent is payable under the tenancy agreement.

Based on the testimony of both parties, I accept the landlord's evidence in respect of the claim. In this case the landlord was notified by the tenant's probation officer that the tenant would be returning on July 02, 2015 to retrieve her belongings.

Even though the tenant moved out on June 26, 2015, I find that the tenant did not give the landlord adequate notice to end the tenancy, thereby causing the landlord to suffer a loss of income for the month of July 2015. The landlord made attempts to mitigate his losses by advertising and finding a tenant for August 01, 2015. Accordingly, I find that the landlord is entitled to \$900.00, which is the loss that he suffered.

4. Filing fee - \$50.00

The landlord has proven the majority of his case and therefore I award the landlord the recovery of the filing fee of \$50.00.

Overall the landlord has established a claim as follows:

1.	Replace security cameras	\$0.00
2.	Locksmith	\$26.60
3.	Loss of income for July 2015	\$900.00
4.	Filing fee	\$50.00
	Total	\$976.60

The tenant is entitled to the return of the deposit in the amount of \$450.00.

I will use the offsetting provisions of section 72 of the *Act* to grant the landlord a monetary order in the amount of \$526.60 which consists of the difference between the established entitlements of both parties.

I order that the landlord retain the security deposit of \$450.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$526.60. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order in the amount of **\$526.60**.

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 17, 2015

Residential Tenancy Branch

