



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, FF

Introduction

This was a hearing with respect to the landlord's application for a monetary award. 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 landlord entitled to a monetary award and if so, in what amount?

Background and Evidence

The rental unit is an apartment in Vancouver. The tenancy began January 1, 2014 for a one year term ending December 31, 2014. Monthly rent of \$1,900.00 was payable on the first of each month. The tenant paid a security deposit of \$1,900.00. The tenancy was renewed for a three month period at a rent of \$2,400.00 per month. The deposit was reduced to \$1,200.00 at that time.

There was a previous dispute resolution proceeding brought by the tenant. In a decision dated November 19, 2015, the tenant was awarded the sum of \$275.00. The tenant's application for the return of the security deposit, including double the amount of the deposit was dismissed with leave to reapply. The landlord returned the tenant's security deposit within 15 days of the November 19, 2015 decision.

In this application filed on December 1, 2015 the landlord claimed a monetary award in the amount of \$1,319.36.

The landlord claimed for the cost to replace a glass balcony window. He said that the tenant broke the glass after locking himself outside on the balcony. The landlord said that the tenant also withheld the amount of \$300.00 from his rent. The amount was said

to be for the cost of a closet insert that the tenant purchased when the existing closet hanger broke. The landlord denied that the tenant made the installation and said that the tenant was asked many times for a receipt, but failed or refused to show it to the landlord. The landlord said that the tenant damaged the walls in the rental unit and the blinds were broken. He said that the tenant did not return the keys. The landlord also claimed that the tenants moved out four days late; he claimed an amount for the tenant's over-holding in April and for the cost of replacing keys.

The tenant disputed substantially all of the landlord's claims. The tenant testified that the closet hanger broke soon after he moved in. He purchased a new closet insert and deducted the amount of \$300.00 from rent at the beginning of the tenancy. The tenant denied damaging the blinds; he did acknowledge causing some wall damage. According to the tenant it would have cost no more than \$50.00 to repair the damage. The tenant complained that the landlord took advantage of the tenants by raising the rent by \$500.00 a month when the tenancy ended and they needed more time to move. The landlord disputed the tenant's claim. He said the tenant's initial rent was lowered because work was being performed to the exterior of the building and the rent was reduced for the original term because of the scaffolding and noise. He said the rent was raised for the renewal term because the work had been completed.

The tenant blamed the landlord for the broken window; he said the balcony door lock malfunctioned and the landlord refused to come to the building to open the door when he called on his cell phone. He said the landlord told him to call a locksmith. The tenant said he had no alternative, but to break the window.

The tenant said the landlord told him at the end of the tenancy that he could have more time to do repairs and finish cleaning. The tenant said his contractor was going to come to the rental unit to fix some holes and do some painting, but when the tenant returned on April 2nd to pick up some items and do some more cleaning he found that the locks were changed and a crew was in the rental unit performing the cleaning and repairs.

The landlord said the tenant did not return keys or fobs. He had to pay a locksmith to open the mailbox and replace the lock. He provided a receipt from the locksmith and he submitted receipts for access fobs and building keys for amounts paid to the building management to replace them. The tenant dispute the landlord's claims; he said he returned the mailbox key and other items. The tenant also complained generally about the rental unit. He said there was a mould problem, silverfish, poor ventilation and leaking windows. The tenant claimed that valuable personal property was damaged by mould and he said the tenants suffered health problems as well. He said that he cannot claim compensation because he has no way to prove the value of what was lost.

Analysis

The tenant acknowledged that he broke the balcony window. He blamed the problem on the landlord's refusal to attend at the rental unit to deal with the problem. I accept the landlord's testimony that he was unable to attend. I find that the problem arose due to the tenant's carelessness when he locked himself on the balcony and I find that the tenant is liable for the cost to replace the window. I allow the landlord's claim for this item in the amount of \$308.41.

With respect to the claim for \$300.00 in withheld rent, the matter has been outstanding since early in the tenancy. The tenant claimed that he made the deduction with the landlord's approval. The landlord did not pursue the matter until after the tenancy ended. Because he appeared to acquiesce to the deduction during the tenancy, I find that the landlord has failed to prove this claim on a balance of probabilities and it is therefore denied.

The tenant acknowledged responsibility for wall damage in the amount of \$50.00 and I allow the landlord's claim for wall repairs in that amount.

I accept the landlord's testimony that the tenant did not return keys or access fobs and did not return the mailbox key. The tenant said in a written statement that he offered to return the keys, but said the landlord never contacted him for their return. I accept the landlord's testimony in preference to the tenants' evidence that the tenant made no attempt to return the keys even after the landlord sent him an e-mail on April 12, 2015 to advise him that if the keys and fobs were not returned he would have to purchase them and deduct the amount from the tenants' deposit which was then held by the landlord.

I allow the landlord's claim for mailbox keys in the amount of \$68.25 as set out in the receipt provided by the landlord. I allow the landlord's claims for access fobs in the amount of \$150.00 and for building keys in the amount of \$100.00 pursuant to the receipts provided.

I find that the landlord has failed to prove that the tenants damaged blinds and this claim is denied. The landlord has not established that he suffered any income loss due to the tenant's over-holding and I do not allow the claim for rent for three days.

The landlord's claim has been allowed in the total amount of \$676.66. The landlord is entitled to recover the \$50.00 filing fee for his application, for a total award of \$726.66

and I grant him an order under section 67 in the said amount. This order may be registered in the Small Claims Court and enforced as an order of that court.

Conclusion

The landlord's claim has been allowed in the amount of \$726.66. All other claims are dismissed without leave to reapply.

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: March 18, 2016

Residential Tenancy Branch

