



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC FF

### Introduction

This hearing dealt with an application by the landlord for monetary compensation for alleged damage to the rental unit caused by the tenant. The landlord and the tenant participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

### Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

### Background and Evidence

The tenancy began on September 15, 2014 and ended in late September 2015.

The landlord stated that they believed that the tenant had vacated the rental unit, and some time between September 21 and 23, 2015 they had a police officer enter the unit to verify that it had been vacated. The landlord stated that they then changed the locks and carried out repairs. The landlord stated that the tenant installed a different electrical fixture that had to be replaced, and damage had been done to the drywall so painting had to be done. The landlord claimed \$560.00 in compensation for these repairs.

The tenant's response was that he had paid rent for the entire month, and he went back to clean and repair the unit on or about September 23, 2015 but he could not enter because the landlord had changed the locks.

Analysis

Upon consideration of the evidence, I find that the landlord is not entitled to their claim. The tenant had the right to carry out cleaning and repairs before the tenancy ended, but the landlord prevented the tenant from doing so by preemptively changing the locks.

As the landlord's application was not successful, they are not entitled to recovery of the filing fee for the cost of their application.

Conclusion

The landlord's application is dismissed.

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, 2016

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Residential Tenancy Branch