



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding LOCKE PROPERTY MANAGEMENT LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** MNDC, MNSD, MND, MNR, 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 of cleaning and repairs, for the cost of replacing locks, for an unpaid electricity bill and for the filing fee. The tenant applied for the return of the security deposit and for the return of rent.

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 of cleaning and repairs, for the cost of replacing locks, for an unpaid electricity bill and for the filing fee? Is the tenant entitled to the return of the security deposit and the return of rent?

### **Background and Evidence**

Both parties agreed to the following. The tenancy started on April 07, 2014. The monthly rent was \$850.00 payable on the first of each month. Prior to moving in the tenant paid a security deposit of \$425.00. On December 07, 2015, the tenant served the landlord with written notice to end the tenancy effective January 31, 2016.

On January 06, 2016, the tenant sent a message to the landlord informing him that he had already moved out. The tenant had provided the landlord with postdated cheques and the landlord cashed the rent cheque for January 2016.

The tenant did not provide a forwarding address to the landlord. The landlord had a contact phone number for the tenant and made attempts to contact the tenant to carry out a move out inspection. The tenant did not respond and therefore the landlord did a move out inspection in the absence of the tenant and filed a copy of the report into evidence. The landlord also filed photographs of the rental unit that depict the condition of the unit after the tenant moved out.

On January 26, 2016, the tenant provided the landlord with a forwarding address. The landlord made this application in a timely manner on January 27, 2016

The tenant testified that he actually moved out of the unit on January 01, 2016 and therefore he wanted the landlord to return the rent paid for the month of January. The tenant stated that he made a mistake by failing to cancel the rent cheque for January that was given to the landlord in advance.

The landlord stated that the tenant left the unit in a dirty condition that required cleaning and some repairs to the walls. The landlord is claiming the cost of cleaning supplies and labor to clean and repair the unit. The landlord has filed invoices for the cost of cleaning and cleaning supplies.

One of the photographs that the landlord filed into evidence shows some paint damage around the window. The tenant stated that the window was draughty and therefore he taped a plastic sheet over the window to keep the cold out. The plastic sheet was taped to the wall and when the sheet was removed, some of the paint peeled off. The landlord agreed that the windows are the original windows of the building which is approximately 30 years old. The landlord stated that the rental unit was last painted in March 2014.

Other photographs indicate some dirt in the window sills, a container filled with cigarette butts outside the front door, garden waste outside, scuffed floors and an oil stained driveway.

The landlord stated that the tenant did not return the keys. The tenant stated that he left the keys on the kitchen counter top and informed the maintenance person employed by the landlord. The landlord testified that he entered the rental unit using a master key and did not find the rental unit keys on the kitchen counter top as alleged by the tenant. The landlord is claiming the cost of replacing the locks.

The landlord stated that the tenant failed to pay the final utility bill and the tenant agreed that he owed for the cost of electricity.

The landlord is claiming the following:

1.	Electricity bill	\$60.96
2.	Labour for cleaning and repairs	\$347.29
3.	Cleaning supplies	\$48.83
4.	Replace locks	\$141.18
5.	Filing fee	\$100.00
	Total	<b>\$698.26</b>

### **Analysis**

#### **Landlord's application:**

1. Electricity bill \$60.96

The tenant agreed to pay the electricity bill. Therefore I award the landlord his claim.

2. Labor for cleaning and repairs \$347.29
3. Cleaning supplies - \$48.83

Residential Tenancy Policy Guideline #1 addresses **Landlord & Tenant – Responsibility for Residential Premises** and provides as follows:

The tenant is not responsible for reasonable wear and tear to the rental unit or site (the premises), or for cleaning to bring the premises to a higher standard than that set out in the *Residential Tenancy Act* or *Manufactured Home Park Tenancy Act* (the Legislation).

Reasonable wear and tear refers to natural deterioration that occurs due to aging and other natural forces, where the tenant has used the premises in a reasonable fashion. An arbitrator may determine whether or not repairs or maintenance are required due to reasonable wear and tear or due to deliberate damage or neglect by the tenant. An arbitrator may also determine whether or not the condition of premises meets reasonable health, cleanliness and sanitary standards, which are not necessarily the standards of the arbitrator, the landlord or the tenant.

Based on the photographs and the testimony of both parties, I find that the tenant failed to fully clean the unit. However, I find that for most part the photographs indicate that the tenant had cleaned the unit but had missed some areas. With regard to repairs, I find on a balance of probabilities that it is more likely than not that the 30 year old windows were draughty and that the tenant had to cover them with a plastic sheet to keep the cold out.

The other areas of damage to the walls and floors appear to be from normal wear and tear and not from deliberate damage on the part of the tenant. The photographs do not demonstrate that there was extraordinary damage to the walls

Based on my findings above, I award the landlord a portion of his claim for cleaning and repairs which will cover the cost of cleaning the areas that the tenant did not fully clean. I find it appropriate to award the landlord \$200.00 towards his claim.

4. Replace locks - \$141.18

Regarding the return of the keys to the rental unit, the parties offered contradictory testimony. The tenant stated that he placed the keys on the kitchen counter top and informed the maintenance person, while the landlord stated that the keys were not returned to the landlord.

The parties were not able to provide any independent evidence to support their version of events. I have no basis for favoring one version over the other.

Section 25 of the *Residential Tenancy Act* states that upon the request of a tenant at the start of a new tenancy the landlord must rekey or alter the locks so that keys or other means of access given to the previous tenant do not give access to the rental unit and pay all costs associated with the changes.

As per section 25, the landlord would be changing the locks if the new tenant requested it and would be doing so at his own cost. For this reason and because the parties offered contradictory testimony and I am unable to determine whether the keys were returned to the landlord or not, I must dismiss the landlord's claim for the cost of changing locks.

5. Filing fee - \$100.00

The landlord has proven a portion of his claim and therefore I award the landlord the recovery of the filing fee.

Overall the landlord has established a claim of:

1.	Electricity bill	\$60.96
2.	Labour for cleaning and repairs	\$200.00
3.	Cleaning supplies	\$0.00
4.	Replace locks	\$0.00
5.	Filing fee	\$100.00
	Total	<b>\$360.96</b>

Tenant's application:

The tenant has made a claim for the return of rent for January 2016. The tenant agreed that he had provided written notice to the landlord on December 07, 2015 to end the tenancy effective January 31, 2016. The tenant argued that he moved out on January 01, 2016 and therefore should not have to pay rent for the month of January.

On January 06, 2016, the tenant informed the landlord that he had moved out and therefore I find that the landlord is entitled to rent for the month of January. Accordingly the tenant's application for return of rent is dismissed.

The landlord has established a claim of \$360.96. . I order that the landlord retain this amount from the security deposit in full satisfaction of the claim and I grant the tenant an order under section 67 of the *Residential Tenancy Act* for the balance due of \$64.04. This order may be filed in the Small Claims Court and enforced as an order of that Court.

**Conclusion**

I grant the tenant a monetary order in the amount of **\$64.04.**

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: September 14, 2016

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Residential Tenancy Branch