



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR MNSD MNDC FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The landlord and the tenant participated in the teleconference hearing.

At the beginning of the hearing, the tenant confirmed that he had received the landlord's application and evidence. The tenant did not submit any documentary evidence but gave testimony in the hearing. Neither party raised any issues regarding service of the application or the evidence.

The landlord stated that she wished to withdraw the portions of her claim regarding

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 October 15, 2015, as a fixed-term tenancy to end on June 1, 2016. The landlord and the tenant both initialled the agreement indicating that at the end of the fixed term the tenancy would end and the tenant would vacate the rental unit. Rent in the amount of \$950.00 was payable in advance on the first day of each month.

At the beginning of the tenancy, the tenant paid the landlord a security deposit of \$475.00.

On June 1, 2016 a dispute resolution hearing was held to address applications by the landlord and the tenant. The landlord had applied for an order of possession. In the decision, dated June 3, 2016, the arbitrator determined that the tenancy ended on June 1, 2016, and granted the landlord an order of possession. As the landlord's application was successful, she was also granted recovery of her \$100.00 filing fee.

Landlord's Claim

The landlord stated that the tenant did not vacate the unit until June 14, 2016, and she has therefore claimed \$411.71 in pro-rated rent for June 2 to 14, 2016. The landlord has also claimed \$142.74 for the cost to change the locks, as the tenant did not return the keys. The landlord submitted an invoice from the locksmith dated June 20, 2016.

The landlord submitted that she withheld \$100.00 from the tenant's security deposit to recover her previous filing fee, and therefore the remaining amount of the security deposit to be allocated is \$375.00.

Tenant's Response

The tenant stated that the landlord did not serve him with the order of possession until June 14, 2016, and when she did he immediately left. The tenant stated that the landlord never told him what to do with the keys, and then she told me not to bother, as she was having new keys cut.

Analysis

I find that the landlord is entitled to \$411.71 in pro-rated rent for June 2 to 14, 2016 and \$142.74 for locksmith costs. The tenant acknowledged that he remained in the rental unit until June 14, 2016, and he is therefore responsible for the cost of occupying the unit until that date. The tenant acknowledged not returning the keys. A landlord should not have to instruct a tenant to return keys. The landlord waited until June 20, 2016 before changing the locks. I do not find the landlord's statement that she was having new keys cut to be a waiver of the cost of changing the locks.

As the landlord's application was successful, she is also entitled to recovery of the \$100.00 filing fee for the cost of her application.

Conclusion

The landlord is entitled to \$654.45. I order that the landlord retain the remainder of the security deposit of \$375.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$179.45. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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: January 3, 2017

Residential Tenancy Branch