



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ANCOM IND  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD, MNDC

### Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking a monetary order for return of the pet damage deposit or security deposit and a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement.

The tenant and the named landlord attended the hearing and the individual named landlord also represented the landlord company. The parties each gave affirmed testimony and were given the opportunity to question each other.

No issues with respect to service or delivery of documents or evidence were raised, and all evidence provided has been reviewed and is considered in this Decision.

### Issue(s) to be Decided

- Has the tenant established a monetary claim as against the landlords for return of the security deposit?
- Has the tenant established a monetary claim as against the landlords for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and more specifically for double the amount of the security deposit and the cost of a locksmith?

### Background and Evidence

**The tenant** testified that this month-to-month tenancy began on May 1, 2016 and ended on December 30, 2016, although the tenant actually moved out of the rental unit on December 20, 2016. Rent in the amount of \$825.00 per month was payable on the 1<sup>st</sup> day of each month and there are no rental arrears. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$412.50 which is still held in

trust by the landlord, and no pet damage deposit was collected. The rental unit is an apartment within an apartment complex.

The tenant and the landlord had exchanged text messages, and the tenant provided the landlord with a forwarding address. The tenant sent the forwarding address to the landlords again by registered mail on March 8, 2017 which was received by the landlords on March 10, 2017. The landlords have not served the tenant with an application for dispute resolution claiming against the security deposit, and the landlords have not returned any portion to the tenant.

A move-in condition inspection report was completed by the parties at the beginning of the tenancy, however the tenant had given notice to end the tenancy, and no move-out condition inspection report was completed at the end of the tenancy. The parties had arranged for the inspection on December 20, 2016, but no one for the landlords showed up.

The tenant had notified the landlords of a problem locking the rental unit, and on December 12, 2016 the tenant left a message for the landlords but received no response. On December 14, 2016 the landlord texted the tenant stating that the landlord was out of town and advised the tenant to put WD40 on it, but that didn't work. The following day the tenant told the landlord it still wasn't working, and the tenant didn't feel comfortable leaving the rental unit unlocked.

The tenant was moving out of the rental unit, and on December 17, 2016 a neighbour assisted the tenant by trying to lock the door and the key broke in the lock. The tenant had to call a locksmith, and has provided a receipt in the amount of \$220.92 which the tenant claims against the landlords.

The tenant left the keys with neighbours and notified the landlords of that by text message on April 11, 2017.

The tenant also testified that the landlord texted the tenant on March 10, 2017 stating that after re-keying and cleaning, the tenant owes the landlord more than the security deposit.

The tenant also claims the costs of driving to the Service BC office and recovery of costs associated with registered mail.

**The landlord** testified that he was not aware that the tenant hadn't received the security deposit because the owners do that, and the landlord was waiting for this hearing.

The landlord had asked the tenant to pay \$245.00 over and above the amount of the security deposit for re-keying and cleaning. The cleaning bill was \$187.50 and re-keying cost \$258.97, but the landlord does not know when the re-keying was done.

The tenant had asked prior to re-key the door, but the landlord advised the tenant not to do so because the landlords needed a master key and the landlords have a contract with a specific locksmith.

The tenant had the landlord's phone number, but no other numbers for the owners or for an emergency contact; the landlord had his phone with him when he went out of town.

The rental unit was re-rented in March, 2017.

### Analysis

I have some difficulty with the landlord's testimony, in that he testified that the costs of re-keying and cleaning amounted to \$245.00 over the amount of the security deposit. In completing the math,  $\$187.50 + \$258.97 = \$446.47$ , which is not \$245.00 over and above the \$412.50 security deposit. He also testified that he does not know when the locks were changed but had no difficulty in remembering the exact amount.

The *Residential Tenancy Act* states that a landlord must return a pet damage deposit and/or security deposit to a tenant in full or make an application claiming against the deposits within 15 days of the later of the date the tenancy ends or the date the landlord receives the tenant's forwarding address in writing. If the landlord does neither within that 15 day period the landlord must repay the tenant double the amount.

In this case, the parties agree that the tenancy ended on December 31, 2016 although the tenant actually vacated earlier. The tenant has provided evidence of a forwarding address in writing sent to the landlord by registered mail on March 8, 2017, and the landlord did not deny that it was received on March 10, 2017. The landlords did not return any portion of the security deposit to the tenant and has not made an application for dispute resolution claiming against it. Therefore, I find that the tenant is entitled to double recovery, or \$825.00.

I have read the text messages provided by the tenant as evidence for this hearing, and I am satisfied that the landlord was well aware of the problem with the lock. The landlord did not assist the tenant, and I find that the tenant had to have an emergency locksmith attend, and the tenant has established the claim of \$220.92.

The *Residential Tenancy Act* provides for recovery of a filing fee but not for costs associated with serving documents or preparing for a hearing, and therefore the tenant's claims for registered mail and trips to the Service BC office are denied.

Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the tenant as against the landlords pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$1,045.92.

This order is final and binding and may be enforced.

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: November 21, 2017

---

Residential Tenancy Branch