



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Bayside Property Services Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This was a hearing with respect to the landlord's application for a monetary award and an order to retain the tenant's security deposit. The hearing was originally scheduled to be heard on July 30, 2014, but it was adjourned at the request of the tenant to allow him an opportunity to respond to the landlord's claims. The landlord's representative, the tenant and the tenant's advocate attended the reconvened hearing.

Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?
Is the landlord entitled to retain all or part of the tenant's security deposit?

Background and Evidence

The rental unit is an apartment in New Westminster. The tenancy began in February, 2008. The tenant paid a security deposit of \$380.00 at the start of the tenancy. There was a dispute resolution hearing on March 14, 2014. In a decision dated March 14th the landlord was granted an order for possession effective two days after service on the tenant as well as a monetary order for unpaid rent in the amount of \$1,330.00. The arbitrator did not apply the tenant's security deposit to the amount due for rent.

The landlord's representative testified at this hearing that the tenant moved out of the rental property on March 23rd. The tenant did not participate in a move-out inspection and he did not drop off the keys to the rental unit.

The landlord's representative testified that the tenant did not clean the rental unit before moving out. The landlord claimed the following amounts:

• Cleaning the rental unit:	\$150.00
• Lock change	\$15.00
• Keys	\$9.-00
• Front door keys	\$30.00
• Removal of furniture	\$100.00
• Mail lock	\$25.00
• Utility bill from City of New Westminster	\$62.18
 Total:	 \$391.18

The landlord submitted a copy of an invoice from the City of New Westminster; it showed an amount due for utilities of \$14.31, instead of the amount claimed of \$62.18.

The tenant disputed the landlord's claims. He said that he was prevented from cleaning because he was evicted despite having paid rent. He referred to a receipt for a \$400.00 rent payment dated February 11, 2014. He claimed that he was evicted at the beginning of February, but had to pay for an additional 15 days. The tenant said that the landlord went into the unit immediately after he moved out and "gutted" the unit as part of a major renovation and there was no basis for the landlord's claim for cleaning charges. The tenant said that the landlord should not be entitled to claim for lock or key charges because he left the keys on the counter and the door open when he moved out. The tenant disputed the charge for a mail box key; he said that he never had a mail box key at any time during his tenancy.

With respect to the claim for furniture removal, the tenant disputed the landlord's charge; he claimed that he removed all the furniture and left it outside the unit by the garbage bins. The tenant claimed that the landlord disposed of some of his possessions left in the rental unit that he did not have a chance to pick up after he moved out. The tenant claimed that he left in February and questioned why he should not receive back the rent he paid in February because he was kicked out of the rental unit at the beginning of February.

The landlord's representative said that the tenant did not move out of the unit until March 23rd, contrary to his testimony. She said that no keys were left behind in the rental unit and noted that the tenant did not even pay the full amount of rent due for February and paid nothing for March. She said that the charge for the mail key was a charge levied by Canada Post to replace the mail box lock.

Analysis

The tenant's evidence with respect to events surrounding the tenancy was confused and his recollection of dates was uncertain. In particular, he was unable to say with any certainty, when he actually moved out of the rental unit. I prefer the evidence from the landlord's representative that he moved out on or about March 23rd. This is consistent with the facts of the March 14th decision which granted the landlord an order for possession. It was evident that the tenant was still occupying the unit when the March 14th decision was made. I accept the landlord's evidence that keys were not returned and that cleaning was required together with the removal of some furniture. I allow the landlord's claims in the amounts stated above, save for the claim for utilities which I allow in the amount of \$14.31, rather than the \$62.18 originally claimed. The award to the landlord is the sum of \$343.31. The landlord is entitled to recover the \$50.00 filing fee for a total award of \$393.31.

Conclusion

The landlord has been granted an award of \$393.31. I order that the landlord retain the tenant's security deposit of \$380.00 and accrued interest of \$5.22, for a total of \$385.22 in partial satisfaction of this award, and I grant the landlord an order under section 67 for the balance of \$8.09. This order may be registered 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: November 03, 2014

Residential Tenancy Branch

