



# **Dispute Resolution Services**

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## **Decision**

**Dispute Codes:** MNSD

## **Introduction**

This hearing dealt with an application by the landlord to retain the security deposit. The landlord and an agent for the tenant appeared and gave testimony in the teleconference hearing.

## **Issue(s) to be Decided**

Is the landlord entitled to retain the security deposit?

## **Background and Evidence**

The tenancy began on September 1, 2008 as a six-month fixed term tenancy, with monthly rent of \$512 payable in advance on the first of each month. On or about August 1, 2008 the tenant paid the landlord a security deposit of \$250. On September 2, 2008 the tenant verbally gave the landlord notice that she intended to move out by September 30, 2008. The tenant then gave the landlord written notice on September 3, 2008. The tenant essentially moved out as of September 4, 2008 and on September 26 or 27, 2008 the tenant returned the keys to the landlord. The landlord advertised and was able to re-rent beginning September 30, 2008.

## **Analysis**

The landlord in this case did not suffer any loss of revenue, and did not claim for any other form of compensation from the tenant for damages or loss. The landlord therefore is not entitled to retain any part of the security deposit.

**Conclusion**

The landlord's application is dismissed. The landlord must return the tenant's security deposit within 15 days of receiving this decision, or it will be open to the tenant to apply for double recovery of the security deposit.

Dated: November 27, 2008.