



Dispute Resolution Services

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

Decision

Dispute Codes: MNDC MNR MNSD 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 landlords and the tenant attended the teleconference hearing.

Issue(s) to be Decided

Are the landlords entitled to the monetary amounts claimed?

Background and Evidence

The landlords' evidence was as follows. On November 28, 2008 the tenant signed a tenancy agreement for a fixed term tenancy to commence on November 28, 2008 and expire on May 31, 2009. The monthly rent was \$511. On November 28, 2008 the tenant paid \$51.10 for prorated rent for November 28 to 30, 2008, \$511 for rent for December 2008, and \$255.50 for the security deposit.

On November 29, 2008 the tenant began calling the landlord and stating that he needed the security deposit and rent back to buy a plane ticket because his father had just suffered a heart attack. The landlords called a relative of the tenants and confirmed their suspicions that the tenant's story was not true. On November 30, 2008 the landlords told the tenant that if he returned the keys, they would attempt to re-rent as soon as possible and return any money owing to him. On December 11, 2008 the tenant called the landlords and told them that he had returned the keys in their mailbox. The tenant also provided with the keys a letter containing his written forwarding address and request for return of the security deposit. The landlords attempted to re-rent the

unit and had ads running, but because it was near Christmas they were not able to secure a new tenant until January 15, 2009. The landlords claim loss of revenue for January 1 to 14, 2009 in the amount of \$255.50.

The tenant's evidence was that on November 28, 2008, he left the rental unit for about an hour and upon his return he saw another one of the tenants going through his things. The tenant called the landlords and told them he was not going to be renting the room and he wanted the landlords to return his money, but they refused. The tenant left and did not return to the rental unit until December 1, 2008. At that time he tried to use the key for the rental unit and it did not work, so the tenant believed the landlords had changed the locks.

Analysis

In considering all of the evidence, I find that I prefer the evidence of the landlords as more credible. I find that the landlords did attempt to mitigate the lost revenue by taking reasonable steps to attempt to re-rent. The landlords are therefore entitled to the amount claimed of \$255.50. As the landlords were successful in their application, they are also entitled to recovery of the \$50 filing fee for the cost of their application.

Conclusion

I order that the landlord retain the deposit and interest of \$255.85 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$49.64. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated: January 28, 2009