



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

MNSD

Introduction

This hearing was scheduled in response to the Landlord's Application for Dispute Resolution, in which the Landlord has made application to retain all or part of the security deposit.

The Landlord stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to the each Tenant via registered mail at the service address noted on the Application, on March 25, 2009. Two tracking numbers were provided. The Canada Post website shows a package was delivered to each Tenant on April 03, 2009. These documents are deemed to have been served in accordance with section 89 of the *Act*, however the Tenants did not appear at the hearing.

Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to retain all or part of the security deposit paid by the Tenant.

Background and Evidence

The Landlord submitted a written tenancy agreement that shows the Tenants entered into a fixed term tenancy that was scheduled to end on November 30, 2009 that they were required to pay monthly rent of \$1,100.00; that the Tenants paid a security deposit of \$550.00 on December 15, 2008; and a pet damage deposit of \$150.00 on February 01, 2009.

The Landlord stated that on, or about, March 05, 2009 the Tenants verbally advised her that they would be ending the tenancy on March 15, 2009. She stated that they paid rent for the month of March and she believes that they actually vacated the rental unit on March 17, 2009 or March 18, 2009.

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The Landlord stated that she started to advertise the rental unit in the middle of March. She stated that she was able to locate a new tenant for May of 2009, at a reduced rate of \$900.00 per month.

The Landlord stated that she did not receive any rent for the month of April due to the fact that the Tenants ended the fixed term tenancy early without providing one month's notice of their intent to vacate. She stated that she experienced a loss of revenue in the amount of \$1,100.00 for April of 2009, although she is only seeking \$700.00 in compensation.

Analysis

I find that the Tenants did not comply with section 45(2) of the Act when they ended the fixed term tenancy on a date that was earlier than the date specified on the tenancy agreement. I find that the Tenants' actions caused the Landlord to lose \$1,100.00 in rent from the month of April of 2009, as the Landlord did not have sufficient time to find new tenants. In reaching this conclusion, I note that the Tenants did not provide the Landlord with written notice of their intent to vacate, which made it significantly more difficult for the Landlord to locate a new tenant, as she did not have written assurance that the tenancy would actually end on March 30, 2009.

On this basis, I find that the Landlord has experienced a loss of revenue for the month of April of 2009, in the amount of \$1,100.00. As the Landlord has only claimed compensation in the amount of \$700.00, I find that the Landlord is entitled to compensation in the amount of \$700.00.

I find that the Landlord's application has merit, and I find that the Landlord is entitled to recover the filing fee from the Tenants for the cost of this Application for Dispute Resolution.

Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$750.00, which is comprised on \$700.00 in loss of revenue and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution.

As there is no evidence that the Tenants or their pets physically damaged this rental unit, I find that they are entitled to the return of their security deposit plus interest, in the amount of \$550.38, and to the return of their pet damage deposit, in the amount of \$150.00, which is a total of \$700.38.



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After offsetting the two amounts, I find that the Tenants owe the Landlords \$49.62. As the Landlord specifically stated that she was not seeking a monetary Order, I decline to grant a monetary Order for the outstanding amount of \$49.62.

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: June 24, 2009.

Dispute Resolution Officer