



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## DECISION

### Dispute Codes:

MNDC, MNSD, FF

### Introduction

This hearing was scheduled in response to the Landlord's Application for Dispute Resolution, in which the Landlord made application for a monetary Order for money owed or compensation for damage or loss, to retain all or part of the security deposit, and to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present relevant oral evidence, to ask relevant questions, and to make submissions to me.

### Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to compensation for loss of revenue from May of 2009; to retain all or part of the security deposit; and to recover the filing fee for the cost of this Application for Dispute Resolution.

### Background and Evidence

At the hearing the Landlord stated that the Tenant viewed the house on April 13, 2009 at which time the Tenant informed him that she agreed to rent the rental unit beginning on May 01, 2009; that the Tenant agreed to pay \$900.00 per month; that a tenancy agreement was prepared and given to the Tenant who indicated that would sign it and return it to the Landlord in a couple of days; that the Tenant did not return the tenancy agreement; and that the Tenant paid a security deposit of \$500.00 on April 13, 2009.

At the hearing the Tenant stated that she viewed the house on April 13, 2009; that she advised the Landlord that she wanted to rent the rental unit beginning on May 15, 2009, although the Landlord wanted the tenancy to begin on May 01, 2009; that she agreed the rent would be \$900.00 per month; that she was given a tenancy agreement, which she signed but did not return to the Landlord; that she paid a security deposit of \$500.00 on April 13, 2009; and that she advised the Landlord he could rent the rental unit to

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another person if that person was interested in beginning the tenancy on May 01, 2009 providing the Landlord returned her security deposit.

The Tenant stated that after viewing the house there was a strike at her place of employment and her sister offered her a place to live. She stated that she would have rented the house if there had not been a strike.

The Tenant submitted a copy of the tenancy agreement that was signed by her, which declares that the tenancy will begin on May 15, 2009.

The Landlord and the Tenant agree that on April 19, 2009 the Tenant verbally advised the Landlord that she did not wish to move into the rental unit, at which time she requested the return of her security deposit.

The Landlord stated that he was unable to find new tenants for May 01, 2009 due to the late notice provided by the Tenant, and he is seeking compensation for loss of revenue in the amount of \$900.00. The Landlord stated that he found a new tenant for June of 2009.

## Analysis

I find that the Landlord and the Tenant entered into a tenancy agreement for the rental unit. In reaching this conclusion I was strongly influenced by the tenancy agreement that was signed by the Tenant; by the Tenant's acknowledgement that she did intend to rent the rental unit until she learned there was a strike at her place of employment; by the Landlord's statement that he believed the Tenant would be moving into the rental unit; and by the security deposit that was given in relation to this tenancy. When considered in totality, I find this evidence indicates, on a balance of probabilities, that the parties did enter into a verbal tenancy agreement when they met on April 13, 2009 or April 14, 2009.

I find that the tenancy was to begin on May 15, 2009, as stated in the written tenancy agreement. Although the Landlord stated that he believed the tenancy would begin on May 01, 2009, this is not supported by the written agreement, which corroborates the Tenant's statement that she believed the tenancy would begin on May 15, 2009.

I find that the Tenant failed to comply with section 45 of the *Act* when she ended this tenancy without providing one full month's notice of her intent to vacate, in accordance with section 45(1) of the *Act*. I therefore find that the Landlord is entitled to compensation for any loss of revenue experienced by the Landlord as a result of this improper notice.

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In these circumstances the Landlord experienced a loss of revenue for the period between May 15, 2009 and May 30, 2009, in the amount of \$450.00, as a result of the improper notice to vacate. I therefore find that the Tenant must compensate the Landlord for this loss, in the amount of \$450.00. I can not conclude that the Tenant's actions caused the Landlord to lose income between May 01, 2009 and May 14, 2009 because the tenancy was not scheduled to begin until May 15, 2009. I can not conclude that he lost income for the month of June because the rental unit was occupied by another tenant during that period.

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

## Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$500.00, which is comprised on \$450.00 in lost revenue and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. I hereby authorize the Landlord to retain all of the Tenant's security deposit in full satisfaction of this monetary claim, pursuant to section 72(2) of the *Act*.

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: July 28, 2009.

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Dispute Resolution Officer