

Decision

Dispute Codes: MNSD, FF

Introduction

This hearing dealt with an application by the landlord for retention of the security deposit, and recovery of the filing fee. The landlord participated in the hearing and gave affirmed testimony.

While the tenant did not appear, the application for dispute resolution and notice of hearing were mailed to her by way of registered mail, and she is therefore deemed to have been served.

Issues to be decided

- Whether the landlord is entitled to either of the above under the Act

Background and Evidence

Pursuant to a written tenancy agreement, a copy of which is not in evidence, the one year fixed term of tenancy commenced October 1, 2009. Rent in the amount of \$2,100.00 was payable in advance on the first day of each month. A security deposit of \$1,075.00 was collected at the outset of tenancy.

By e-mail dated February 1, 2010, the tenant gave notice of her intent to end the tenancy effective at the end of February 2010. In her e-mail the tenant informed the landlord, in part, that “we are not asking for a return of a damage deposit.” The landlord testified that new tenants were subsequently found effective April 1, 2010, and that his loss of rental income was limited to the month of March 2010.

The landlord submitted an invoice in the total amount of \$1,191.75 as proof of cost he incurred to have a real estate firm find new renters. The landlord seeks to retain the security deposit and have it applied against the above cost in addition to the cost of the filing fee.

Analysis

The full text of the Act, regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca/

Based on the documentary evidence and the affirmed / undisputed testimony of the landlord, I find that the landlord has established a claim of \$1,241.75, which is comprised of the above cost of \$1,191.75 plus the \$50.00 filing fee. I order that the landlord retain the security deposit of \$1,075.00 and I grant the landlord a monetary order under section 67 of the Act for the balance owed of **\$166.75** (\$1,241.75 - \$1,075.00).

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$166.75**. Should it be necessary, this order may be served on the tenant, filed in the Small Claims Court and enforced as an order of that Court.

DATE: August 19, 2010

Dispute Resolution Officer