



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

MNSD

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied to keep all or part of the security deposit.

The Agent for the Landlord stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to the Tenant via registered mail at the address noted on the Application, on June 04, 2010. The Agent for the Landlord stated that the mailing address is the address provided by the Tenant at the beginning of the tenancy. The Landlord submitted a copy of Canada Post documentation that corroborates this statement. The Agent for the Landlord checked the Canada Post website during the hearing and observed that Canada Post had electronically recorded the Tenant's signature to confirm that the package was delivered to him on June 10, 2010.

Based on the evidence provided by the Landlord and in the absence of evidence to the contrary, I find that the Tenant received copies of the Application for Dispute Resolution and Notice of Hearing on June 10, 2010. I find that these documents have been sufficiently served to the Tenant, pursuant to section 71(2)(c) of the *Residential Tenancy Act (Act)*.

Issue(s) to be Decided

The issue to be decided is 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 copy of a tenancy agreement that indicates the Tenant entered into a fixed term tenancy that was scheduled to begin on September 01, 2009 and to end on August 31, 2010; that the Tenant was required to pay monthly rent of \$1,700.00; and that the Tenant paid a security deposit of \$850.00.

The Agent for the Landlord stated that on March 31, 2010 the Tenant provided notice of his intent to end this tenancy on May 31, 2010 and that the tenancy did end on May 31,

2010. The Agent for the Landlord stated that in April of 2010 the rental unit was advertised on a popular website and in the local newspaper but the Landlord was unable to find a new tenant for May 01, 2010. The Agent for the Landlord stated that in May of 2010 the Landlord hired a management company to find a new tenant and a new tenant was located for August 01, 2010.

Although the Landlord experienced a loss of revenue of \$3,400.00, the Landlord is only seeking to retain the security deposit in compensation for the loss of revenue experienced.

Analysis

I find that the Tenant entered into a tenancy agreement with the Landlord that required the Tenant to pay monthly rent of \$1,700.00 on the first day of each month. I find that this fixed term tenancy was to begin on September 01, 2009 and to end on August 31, 2010.

I find that the Tenant did not comply with section 45(2) of the *Act* when he ended this fixed term tenancy on a date that was earlier than the end date specified in the tenancy agreement. I therefore find that the Tenant must compensate the Landlord for any losses the Landlord experienced as a result of the Tenant's non-compliance with the *Act*, pursuant to section 67 of the *Act*.

I find that the Landlord lost revenue of \$3,400.00 as the rental unit remained vacant for June and July of 2010. In these circumstances, I find that the Landlord is only seeking compensation in the amount of \$850.00. I find that the Landlord is entitled to retain the security deposit in compensation for the loss of revenue experienced from the early end to this tenancy.

Conclusion

I hereby authorize the Landlord to retain the security deposit paid by the Tenant, in compensation for the loss of revenue experienced from the early end to this tenancy.

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: October 19, 2010.

Dispute Resolution Officer