



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request to retain the full security deposit of \$1250.00.

Background and Evidence

The applicant testified that:

- The tenants failed to give any notice to end the tenancy and as a result they lost the full rental revenue for August 15, 2010 to September 14, 2010.
- They would not have even known that the tenant was vacating however on August 10, 2010 his wife was driving by and noticed that they were moving out.
- When she told me they were moving out I phoned them and at that time they verbally told me yes they were moving out and that I should find a new tenant for August 15, 2010.

- I attempted to re-rent the unit however I was unable to find the tenant for the following month and therefore lost the full rent.

The respondent's agent testified that:

- It was not August 10, 2010 when the landlord saw them moving, it was July 10, 2010, and they were not moving out of the rental unit they were only moving some items to storage.
- The first day of each rental period was the 15th of the month, and therefore on July 15, 2010 they put a Notice to End Tenancy in the landlord's mailbox, so therefore they believe they have given proper Notice to End Tenancy.
- Although we are unable to prove that, we believe that the landlord may have rented the unit out for August 15, 2010 because he asked us to give the keys back early so he could give them to the new tenants.

In response to the respondent's testimony the applicant testified that:

- They did not find any Notice to End Tenancy in their mailbox at any time.
- It was August 10, 2010 when they got verbal notice from the tenants.
- They did not re-rent the unit until mid-September 2010.

Analysis

It is my decision that the landlords have established a claim for lost rental revenue in the amount of \$1250.00.

The tenants claim to put a Notice to End Tenancy in the landlord's mailbox however the landlord denies ever finding such a notice.

Further even if the tenants did put a Notice to End Tenancy in the landlord's mailbox on July 15, 2010, the first day of the rental payment period, that notice would be valid for

the final day of the following rental payment period which would be September 14, 2010.

Further any notice served by putting it in a mailbox is not considered served for three days, so even if the landlord had founded it in his mailbox, they would have been well into the rental payment period and the end of tenancy would still be September 14, 2010.

The tenants also testified that it is their belief that the rental unit was re-rented for August 15, 2010 however they have no evidence in support of that claim.

I accept the landlord's testimony that he lost the full rental revenue for the rental payment period starting August 15, 2010 and therefore the tenants are liable for that full loss.

Conclusion

I allow the landlord's full claim of \$1250.00 and therefore I order that the landlord may retain the full security deposit of \$1250.00 in satisfaction of this claim.

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 07, 2011.

Residential Tenancy Branch