



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDC, MNR, MNSD, FF

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss; for a monetary Order for unpaid rent; to keep all or part of the security deposit; and to recover the fee for filing this Application for Dispute Resolution.

At the hearing the Landlord stated that she wished to reduce the amount of her claim to \$1,450.00, as she only wishes to retain the Tenants' security deposit and pet damage deposit that the Tenants verbally advised her could be applied to rent from March of 2011.

The Landlord stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to each Tenant via registered mail at the service address noted on the Application, on March 10, 2011. The Landlord submitted Canada Post Documentation that corroborates this statement. In the absence of evidence to the contrary, I find that these documents 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 and pet damage deposit paid by the Tenant.

Background and Evidence

The Landlord stated that this tenancy began sometime in 2009 and that the parties subsequently entered into a new fixed term tenancy agreement that began on September 01, 2010 and was scheduled to end on August 31, 2011; that the tenancy agreement required the Tenants to pay monthly rent of \$1,495.00 by the first day of each month; that the Tenants paid a security deposit of \$725.00 on September 01, 2009; that the Tenants paid a pet damage deposit of \$725.00 on October 01, 2009; that the Tenants provided her with notice of their intent to end the tenancy at the end of

February, via email; that the tenancy ended on February 28, 2011; and that the Tenants provided the Landlord with their forwarding address, either by email or text messaging.

The Landlord stated that she advertised the rental unit on two popular websites as soon as the Tenants vacated the rental unit but she was unable to locate new tenants for March, which she stated resulted in a loss of revenue of \$1,495.00.

Analysis

I find that the Tenants did not comply with section 45(2) of the *Act* when they 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 Tenants 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*.

In these circumstances, I find that the Landlord experienced a loss of revenue in March of 2011 in the amount of \$1,495.00 and she is entitled to compensation for her loss.

Conclusion

As the Landlord has established that she is entitled to compensation in an amount that is greater than \$1,450.00 and she is only seeking authorization to retain the Tenants' security/pet damage deposit, in the amount of \$1,450.00; I hereby authorize the Landlord to retain the Tenants' security deposit and pet damage deposit, in full satisfaction of this monetary 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 15, 2011.

Residential Tenancy Branch