



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## DECISION

Dispute Codes      MNSD, FF

### Introduction

This hearing dealt with an application by the landlord to keep all or part of the security deposit and recovery of the filing fee. Both parties participated in the conference call hearing.

### Issue(s) to be Decided

Is the landlord entitled to any of the above under the Act.

### Background and Evidence

This 2 year, fixed term tenancy began November 2010 with monthly rent of \$1900.00 and the tenants paid a security deposit of \$950.00. On January 26, 2011 the tenants served the landlord with 30 days notice that they would be vacating the rental unit and vacated on February 28, 2011.

The landlord testified that after giving notice the tenants agreed to help advertise and show the property to prospective tenants. The landlord stated that when the tenants provided the landlord with information on interested parties that the landlord contacted the parties to determine if they were potential tenants. The landlord stated that the property was not rented until March 15, 2011 as it took time to find suitable tenants.

The landlord stated that the tenants wanted to enter into an agreement whereby for signing over the security deposit to the landlord, that landlord would not file a claim against the tenants for breaking the lease, the landlord declined this offer.

The landlord found new tenants that took possession of the rental property on March 15, 2011. The current tenant's rent is \$2000.00 as they have a pet.

The landlord in this application is seeking \$950.00 compensation for loss of ½ month's rent. The landlord has applied for an order of possession for breach of the tenancy agreement however as the tenants have vacated the rental property the landlord does

not require an order of possession and this portion of the landlord's application is hereby dismissed.

The tenant stated that they showed the rental property to 28 different people and took at least 100 phone calls about the property. The tenant stated that she had followed up with a couple of prospective tenants who had filled out paperwork for the landlord but were never called back by the landlord. The tenant stated that they did everything they could to help the landlord get new tenants in a timely manner.

### Analysis

Based on the documentary evidence and testimony, I find on a balance of probabilities that the landlord has met the burden of proving that they have grounds for entitlement to compensation for loss as the rental unit was vacant for ½ month after the tenants broke the fixed term lease.

I find that the landlord has established a claim for \$950.00 in compensation for loss.

The landlord is entitled to recovery of the \$50.00 filing fee.

### Conclusion

I find that the landlord has established a monetary claim for \$950.00 in compensation for loss. The landlord is also entitled to recovery of the \$50.00 filing fee. I order the landlord pursuant to s. 38(4) of the Act to keep the tenant's \$950.00 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance due of **\$50.00**.

A monetary order in the amount of **\$50.00** has been issued to the landlord and a copy of it must be served on the tenant. If the amount is not paid by the tenant, the Order may be filed in the Provincial (Small Claims) Court of British Columbia and enforced as an order of that court.

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 9, 2011.

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Residential Tenancy Branch