



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, MNSD, FF

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for compensation for loss – Section 67;
2. An Order to retain all or part of the security deposit – Section 38; and
3. An Order to recover the filing fee for this application - Section 72.

I accept the Landlord’s evidence that the Tenant was served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Act. The Tenant did not appear at the Hearing. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Landlord entitled to the monetary amounts claimed?

### Background and Evidence

The tenancy started on October 1, 2010 and ended on December 31, 2011. Rent of 620.00 was payable monthly. At the onset of the tenancy, the Landlord collected a security deposit of \$310.00.

The Landlord states that the Tenant failed to give the Landlord oral notice of leaving the unit a few days in advance of December 1, 2011 and that the Landlord received a written notice dated December 1, 2011 in his mailbox on December 2, 2011. The Landlord states that the unit was advertised commencing December 6, 2011 and that a new tenant was found for February 1, 2012. The Landlord states that had the unit been

advertised on December 1, 2011, there would have been better opportunity to obtain a tenant for January 1, 2011 as most tenants will look for places at the beginning of the month. The Landlord claims lost rental income of \$620.00.

### Analysis

In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that the damage or loss claimed was caused by the actions or neglect of the responding party. Although the Landlord argues that a loss was suffered as a result of the Tenant's failure to provide an earlier notice, given the time of year that the unit became empty and considering that the Landlord did not provide any corroborating evidence that tenants are more likely to rent a unit if advertised at the beginning of a month, and in particular, the beginning of January, I find that the Landlord has failed to substantiate that the Tenant's day late notice caused the loss claimed. Accordingly, I dismiss the Landlord's application. I order the Landlord to return the security deposit plus interest of \$310.00 to the Tenant forthwith.

### Conclusion

The Landlord's application is dismissed.

I grant the Tenant an order under Section 67 of the Act for the amount of **\$310.00**. If necessary, this order may be filed in the Small Claims Court 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: March 14, 2012.

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Residential Tenancy Branch