



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, MNSD

### Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the applicant the opportunity to testify at the hearing.

The applicant(s) testified that the respondent was served with notice of the hearing by registered mail that was mailed to the address supplied by the respondent; however the respondent did not join the conference call that was set up for the hearing.

All testimony was taken under affirmation.

### Issue(s) to be Decided

This is a request for an order to keep the full security deposit of \$725.00 and a request for recovery of the \$50.00 filing fee.

### Background and Evidence

The applicant testified that:

- In January of 2012 the respondent agreed to rent the Dispute property for March 1, 2012 and deposited a security deposit of \$725.00 into their rental account, and they e-mailed the respondent a copy of the tenancy agreement to sign.
- On February 15, 2012 they received an e-mail from the respondent stating that he had been laid off and was no longer able to rent the condo.
- They re-advertised the unit and attempted to re-rent the unit for as soon as possible but to date have been unable to do so.
- They are therefore requesting an order allowing them to keep the full security deposit of \$725.00 to cover a portion of their lost rental revenue.
- They also request an order for recovery of their filing fee.

Analysis

It is my finding that although a formal tenancy agreement was never signed, the tenant agreed to rent this unit when he deposited a security deposit in the landlords account.

Therefore the tenant was required to give a proper one clear months notice to end the tenancy if he decided not to rent this unit.

The tenant did not give one clear months notice and as a result the landlords lost the full rental revenue for the month of March 2012.

The tenant is therefore liable for the landlords lost rental revenue and I therefore I allow their request to retain the full security deposit to cover a portion of that lost rental revenue.

Conclusion

I hereby order that the landlords may retain the full security deposit of \$725.00, and have issued a monetary order against the respondent in the amount of \$50.00 to cover the cost of the filing fee paid by the landlords.

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 27, 2012.

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Residential Tenancy Branch