



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, MNDC, FF

### Introduction

Some documentary evidence, photo 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 decision deals with two applications for dispute resolution, one brought by the tenant and one brought by the landlords. Both files were heard together.

The landlord's application is a request for a monetary order for \$600.00, a request to retain the full security deposit of \$200.00 towards the claim, and a request for recovery of the \$50.00 filing fee.

The tenants application is a request for a monetary order for \$400.00 which represents double the \$200.00 security deposit.

### Background and Evidence

The landlord testified that:

- The tenant failed to give the required Notice to End Tenancy, giving notice on February 12, 2012 and vacating on March 1, 2012.
- As a result of the improper notice they lost the full rental revenue for March 2012.
- They attempted to re-rent it but were unable to do so.

- The tenant also allow left a large number belongings behind (photos attached), and therefore they are requesting \$200.00 as that is approximately what it will cost to have those belongings removed.

The tenant testified that:

- She did not give the required Notice to End Tenancy because her grandfather took ill and she moved in with him to care for him. He subsequently passed away.
- Although she did not put that in writing, she did inform the landlord of her reasons for leaving on short notice.
- She took all of her belongings from the rental unit except for some items that were frozen in the snow and could not be removed. She is certainly willing to return and retrieve the remaining items now that the snow has melted.
- She also believes in the landlord should be returning double her security deposit, because the landlord did not apply for dispute resolution within the 15 day time limit set out under the Residential Tenancy Act.

### Analysis

It is my finding that the landlord has not met the burden of proving that she attempted to re-rent the unit after the tenant left on short notice, and therefore I am not willing to allow her claim for lost rental revenue. The landlord has provided no evidence to show that any advertising of any kind was ever done.

I also deny the landlords claim for storage costs. The landlord testified that she is asking for \$200.00 because she believes that is approximately how much it will cost to have the tenant's belongings removed. At this time however the landlord has incurred no costs and since the tenant has testified that she is willing to come and remove her remaining items I would suggest the parties make arrangements to allow the tenant to do so.

Therefore since I am denying the landlords full claim the landlord must return the tenants full security deposit of \$200.00.

I also allow the tenants claim for double the security deposit, because the landlord did not apply for dispute resolution within the 15 day time limits set out under the Residential Tenancy Act and therefore the landlord is required to pay double the security deposit to the tenant.

The landlord admits that she had a forwarding address in writing by February 29, 2012, and yet the landlord did not apply for dispute resolution until April 11, 2012.

Conclusion

The landlord's application is dismissed, in full, without leave to reapply.

I have issued an order for the landlord to pay \$400.00 to the tenant.

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: April 23, 2012.

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Residential Tenancy Branch