



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNR, MNSD, OPR

Introduction

Some 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 testified that the respondent was served with notice of the hearing by posting the notice on the respondents door on May 9, 2012, 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 a monetary order and request to retain the full security deposit towards the claim.

Background and Evidence

The applicant testified that:

- The tenant failed to pay the May 2012 rent and therefore on May 7, 2012 a 10 day Notice to End Tenancy was posted on the tenant's door.
- The tenant subsequently vacated the rental unit pursuant to that notice; however she failed to pay any further rent.
- They were unable to re-rent the unit in the month of May 2012 and therefore lost the full rental income for May 2012.
- The tenant also failed to return the keys to the rental unit and the locks had to be changed.

The applicant is therefore requesting an order as follows:

Lost rental revenue for May 2012	\$425.00
Filing fee	\$50.00
Total	\$475.00

The applicant further request an order allowing her to keep the full security deposit of \$212.50 towards this claim, and requests an order allowing her to keep the \$25.00 key deposit for failure to return the keys.

Analysis

It is my finding that the tenant is liable for the full May 2012 lost rental revenue.

The tenant failed to pay the May 2012 rent and vacated pursuant to a Notice to End Tenancy, however the landlord was unable to re-rent the unit in the month of May 2012, and lost the full rental revenue.

The landlord has also shown that the tenant failed to return the keys to the rental unit and therefore, as stated in the tenancy agreement, the tenant forfeits her \$25.00 key deposit.

I also order recovery of the \$50.00 filing fee.

Conclusion

I have allowed the landlords full claim of \$475.00 and I therefore order that the landlord may retain the full security deposit of \$212.50 and I have issued a monetary order in the amount of \$262.50.

Also as stated above the landlord may retain the full key deposit of \$25.00.

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 04, 2012.

Residential Tenancy Branch