

DECISION

Dispute Codes MNDC, O, MNSD, FF

Introduction

There are applications filed by both parties. The Landlord has filed an application for a monetary order for money owed or compensation for damage or loss. The Tenant has made an application for a monetary order for the return of double the security deposit and the recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. As both parties have attended the hearing and have confirmed receipt of the submitted evidence, I am satisfied that both have been properly served.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Tenant entitled to a monetary order?

Background, Evidence and Analysis

This Tenancy began on April 29, 2012. Both parties agreed that the monthly rent was \$675.00. The Landlord states that the security deposit was \$45.00. The Tenant disputes this stating the security deposit was \$412.50. Both parties agreed that no signed tenancy agreement exists.

Both parties agree that the total amount paid from the Tenant to the Landlord is \$780.00. Both parties agreed that \$100.00 was collected on April 27, 2012 and \$680.00 was collected on April 30, 2012, both in cash, for which a receipt was issued. The Tenant has provided a copy of the handwritten receipt signed by the Landlord.

The Landlord's details of dispute state that he is seeking a monetary order for \$680.00 for the loss of rental income for June 2012 (\$685.00) and for making a new key (\$50.00) and to keep the \$45.00 security deposit paid by the Tenant.

The Tenant seeks a monetary order for \$875.00 the return of double the security deposit (\$412.50) and the \$50.00 filing fee.

Both parties agree that the Landlord received from the Tenant notice to vacate the rental as on May 9, 2012 by email. Both parties agreed that the Tenant voluntarily vacated on May 12, 2012, but did not remove 2 chairs. The Landlord states that the Tenant did not return the keys to the rental. The Tenant disputes this stating that she returned the keys on May 17, 2012 with a letter dated May 17, 2012 demanding the return of her security deposit with her forwarding address in writing. The Landlord disputes that no keys were returned, but did receive the letter.

I find based upon the evidence submitted that a total \$780.00 was paid by the Tenant to the Landlord. Of which, \$675.00 was the monthly rent. I also find that the remaining \$105.00 is considered as the security deposit. On this basis, I find that the Tenant has established a claim for the return of double the security deposit totalling, \$210.00 (\$105.00 X 2). The Tenant is also entitled to the recovery of her \$50.00 filing fee. The Tenant has established a total monetary claim of \$260.00.

As for the Landlord's claim, I find that he has failed to establish a claim for the loss of rental income of \$675.00 for June 2012. The Landlord did not mitigate any potential losses by re-renting the bedroom. I find that the Landlord was aware that the Tenant vacated the rental unit by abandoning it with the two chairs leftover. The Landlord did not replace the keys nor did he suffer an expense for this loss of the \$50.00 being claimed. As well, this portion of the Landlord's claim is dismissed.

The Tenant is granted a monetary order for \$260.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord's application is dismissed.

The Tenant is granted a monetary order for \$260.00.

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: August 08, 2012.

Residential Tenancy Branch