



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

Some documentary evidence and written arguments have 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 is a request for an order to retain the full security deposit/pet deposit of \$880.00.

The applicant is also requesting recovery of the filing fee.

Background and Evidence

The applicant testified that:

- The tenant did not give the required one clear month Notice to End Tenancy, giving notice on June 15, 2012 and vacating on June 30, 2012.
- Due to the improper notice, they lost the full rental revenue for the month of August 2012.
- They attempted to re-rent the unit by listing the unit online on places like Craig's List and Kijiji, but to date the unit has not re-rented.

The respondent testified that:

- He is from Ontario, and was not aware that you had to give notice to vacate at the end of the fixed term tenancy, because in Ontario you have to give notice if you are not going to move out.
- He now realizes he did not give the proper notice, however the landlord did not tell him at the time that it was improper notice, and had the landlord done so he would have stayed longer to ensure that proper notice was given.
- When he vacated the landlord told him he would be getting his security deposit back and it was not until later, when he phoned to find out why it had not yet been returned, that he was told that it was being claimed for short notice.

Analysis

It is my finding that the tenant did not give the required one clear month Notice to End Tenancy and therefore he could be held liable for lost rental revenue resulting from the short notice.

The landlord however must also show that he attempted to mitigate the loss by attempting to re-rent the unit and in this case it is my finding that the landlord has not provided sufficient evidence to show that he attempted to re-rent this unit.

The landlord claims he attempted to re-rent the unit by listing it on the Internet, however he has provided no evidence in support of that claim.

In the absence of any evidence to show that the landlord attempted to mitigate the loss, I am not willing to allow the landlords claim for lost rental revenue.

Conclusion

The landlord's application is dismissed in full without leave to reapply, and I have issued an order for the landlord to return the full security/pet deposit to the tenant in the amount of \$880.00.

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: September 25, 2012.

Residential Tenancy Branch