



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Mountain Village Management Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD

Introduction

This was the hearing of the landlord's application to retain the tenants' security deposit. The hearing was conducted by conference call. The landlord's representative and the tenants called in and participated in the hearing.

Issue(s) to be Decided

Is the landlord entitled to retain the tenants' security deposit?

Background and Evidence

The rental unit is an apartment in North Vancouver. The tenants responded to an internet advertisement and attended at the rental property to view the unit on October 31, 2012. The tenants each filled out an application form. They agreed to rent the unit and paid the landlord a \$650.00 security deposit. The tenancy was to commence on November 4th and the tenants were to attend at the rental property to receive the keys and sign a tenancy agreement on that day.

On November 3, 2012 the tenants wrote to the landlord to say that due to the unexpected passing of a family member and travel requirements, they were no longer able to take occupancy of the rental unit.

At the hearing the tenants testified that they found a less expensive place and rented it in preference to the rental unit because the cost for the tenant to travel to her home country for the funeral of a family member made the rental unit unaffordable.

The landlord's representative testified that he made efforts to re-rent the unit but did not finally succeed until January.

Analysis and conclusion

On the evidence presented I find that the parties concluded a binding tenancy agreement on October 31, 2012. The tenancy was to commence on November 4, 2012. The tenants backed out of the agreement for personal reasons. The tenant's reasons for choosing not to rent the unit may be understandable, but they do not constitute a valid ground that would allow them to end the tenancy without incurring any liability. The landlord has limited his claim to the amount of the security deposit that it holds, which is less than the potential claim that could have been made. I find that the landlord is entitled to a monetary award in the amount of \$650.00, being a half month's rent and I order that the landlord retain the security deposit that it holds in full and final satisfaction of its claim. The landlord's representative did not insist on recovery of the filing fee for this application and I make no order with respect to the filing fee.

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: February 20, 2013

Residential Tenancy Branch

