



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding TRG Realty
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This hearing was convened by way of conference call concerning an application made by the landlord for a monetary order for unpaid rent or utilities, for an order permitting the landlord to keep all or part of the pet damage deposit or security deposit, and to recover the filing fee from the tenant for the cost of the application.

An agent for the landlord company attended the hearing, gave affirmed testimony, and provided evidentiary material prior to the commencement of the hearing. However, despite being served with the Landlord Application for Dispute Resolution and notice of hearing documents by registered mail on December 1, 2012, the tenant did not attend. The landlord testified to serving the documents on that date and in that manner and provided a copy of the Canada Post receipt showing the tracking number for the registered mail and the date of December 1, 2012. The line remained open while the phone system was monitored for 10 minutes and the only participant who joined the conference call hearing was the landlord's agent.

All evidence and testimony provided has been reviewed and is considered in this Decision.

During the course of the hearing, the landlord's agent applied to amend the application for dispute resolution claiming \$750.00 instead of \$1,500.00. Since the amendment would not prejudice the tenant, the amendment was allowed.

Issue(s) to be Decided

Has the landlord established a monetary claim as against the tenant for unpaid rent or utilities?

Is the landlord entitled to keep all or part of the pet damage deposit or security deposit in full or partial satisfaction of the claim?

Background and Evidence

The landlord's agent testified that this fixed term tenancy began on September 15, 2012 and was to expire on December 15, 2012, however the tenant moved out of the rental unit on November 15, 2012. Rent in the amount of \$1,500.00 per month was payable in advance on the 15th day of each month. On September 11, 2012 the landlord collected a security deposit from the tenant in the amount of \$750.00 which is still held in trust by the landlord, and no pet damage deposit was collected.

The landlord's agent further testified that on November 15, 2012 when the tenant should have paid the rent, the tenant vacated the rental unit, returned the keys for the rental unit to the landlord, and paid no rent. The tenancy agreement, a copy of which was provided for this hearing, was to expire on December 15, 2012 and the landlord had already entered into a new tenancy agreement on November 1, 2012 for a new tenant to start a tenancy beginning on January 1, 2013. The landlord attempted to rent the rental unit by placing an advertisement on Craigslist, a free on-line advertising website, but was not successful in obtaining a new tenant. The advertisement was for a rental amount less than what the tenant had been paying, but no new tenants wanted a 6 week lease.

The landlord's agent also testified that when the tenant departed, the tenant advised that no notice had been given to the tenant to go away for work, and the tenant was required to move in order to remain employed.

The tenant provided the landlord with a forwarding address in writing on November 20, 2012.

Analysis

I have reviewed the tenancy agreement and I am satisfied that the tenancy was for a fixed period to expire on December 15, 2012 at which time the tenant was required to vacate the rental unit. I also accept the testimony of the landlord's agent that the tenant paid no rent for November 15 to December 15, 2012, and that the tenant vacated the rental unit on November 15, 2012. Although the landlord has not provided evidence of having advertised the rental unit for rent, I do accept the testimony of the landlord's agent that prior to the tenant's departure, the landlord had already entered into another tenancy agreement for the same rental unit with a new tenant to begin on January 1, 2013.

The landlord's agent testified that since the tenant had no notice to go away for work, the landlord is content to claim half a month's rent, and an order to keep the security

deposit in full satisfaction of the claim. In the circumstances, I find that the landlord has established entitlement to keeping the security deposit in full satisfaction of the landlord's claim for unpaid rent or utilities.

Conclusion

For the reasons set out above, I hereby order the landlord to keep the \$750.00 security deposit in full satisfaction of the landlord's claim.

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: March 07, 2013

Residential Tenancy Branch

