



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Capital J Management Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR MNSD FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Both the landlord and the tenant participated in the conference call hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. I have reviewed all testimony and other evidence. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

### Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

### Background and Evidence

The tenancy began on May 1, 2010. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$500. In 2013, the monthly rent, due in advance on the first day of each month, was \$1040. On February 14, 2013, the tenant gave the landlord written notice that she intended to vacate the rental unit as of February 28, 2013. The tenancy ended on February 28, 2013. New tenants began renting the unit on March 15, 2013.

The landlord has claimed \$520 in lost revenue for the first half of March 2013. The landlord acknowledged that the only advertising they did for the rental unit was through the sign in front of the building. The new tenants were renting another unit in the same building, and they signed the tenancy agreement for the rental unit on February 28, 2013.

The tenant argued that the landlord failed to take reasonable steps to re-rent the unit by March 1, 2013, because the landlord only advertised the unit for rent on the sign outside the building for one day, February 21, 2013. The landlord did not deny this allegation.

### Analysis

Upon consideration of the evidence, I find that the landlord is not entitled to lost revenue as claimed. As soon as a landlord is aware that a tenant will be vacating, they have a duty to take reasonable steps to re-rent the unit as soon as possible. I find that in this case the landlord did not take reasonable steps to re-rent as soon as possible, as they only advertised the unit on the sign in front of the building, and only for one day.

As the landlord's claim was not successful, they are not entitled to recovery of the filing fee for the cost of their application.

### Conclusion

The landlord's application is dismissed.

As the landlord holds the security deposit of \$500 and must return it to the tenant, I grant the tenant an order under section 67 for the balance due of \$500. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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: April 8, 2013

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Residential Tenancy Branch