



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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. An agent for the landlord and one 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 June 1, 2012. Rent in the amount of \$750 was payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$375. The parties agreed that the landlord had reduced the rent by \$50 in December 2012. The tenants moved out at the end of December 2012.

Landlord's Evidence

The landlord stated that the tenants gave late notice that they were moving out, and the landlord was unable to re-rent the unit for January 2013. The landlord's agent stated in the hearing that the landlord may have first listed the unit for re-rent, but they were now doing some renovations on the unit.

Tenants' Response

The tenants stated that they confirmed to the landlord via text on December 2, 2012 that they would be vacation. The tenants were completely moved out on December 29, 2012. The tenants stated that they did not provide the landlord their forwarding address in writing.

Analysis

Upon consideration of the evidence, I find that the landlord is not entitled to monetary compensation as claimed. The landlord did not provide evidence to establish that they mitigated their lost revenue by taking reasonable steps to re-rent the unit as soon as possible.

As the landlord's claim was not successful, he is not entitled to recovery of the filing fee for the cost of his application.

Conclusion

The landlord's application is dismissed. The tenants are entitled to recovery of their security deposit.

I grant the tenants an order under section 67 for the balance due of \$375. 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: May 27, 2013

Residential Tenancy Branch

