



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DOLE ENTERPRISES LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNSD, FF

Introduction:

The landlord applies for dispute resolution, and requests a monetary award for loss of rental income, and for costs of advertising to find new tenants, as a result of an early termination of a tenancy. The landlord also applies to retain the tenants' security deposit in partial satisfaction of the monetary award.

The tenant did not attend the hearing. I accept she was properly served with notice of the hearing, by way of registered mail to the forwarding address she provided to the landlord.

Issues to be decided:

Is the landlord entitled to some or all of the compensation sought from the tenant?

Background and Evidence:

1. On March 6, 2013, the tenant agreed in writing to rent the subject premises for a one year term, at rent of \$790.00 per month. The following day she paid a security deposit period. The tenancy was to begin April 15, 2013.
2. The tenant paid no rent, and never moved into the premises.
3. The landlord advertised for new tenants, and placed new tenants effective May 15, 2013. The advertising cost \$500.21. The landlord lost rental income from April 15 to May 15 of \$790.00.
4. The tenancy agreement provided for a \$25.00 late fee if rent was paid late.

Analysis:

The tenant's failure to pay rent was a clear breach of the tenant's obligation under the tenancy agreement, and the landlord is awarded the lost rent for April and for May, in the sum of \$790.00. The tenant is also liable for late fees for April and May, totalling \$50.00. Since this was a fixed term tenancy for 1 year, the tenant is also liable for the landlord's advertising costs of \$500.21, as the landlord should not have incurred these costs.

As the landlord is successful with this claim, I also award the recovery of the \$50.00 filing fee from the tenant.

The total sum awarded to the landlord is \$1,390.21. The security deposit is less than this sum, and retention is therefore appropriate.

Conclusion:

I order pursuant to section 38(1) that the full amount of the \$395.00 security deposit be retained by the landlord, in partial satisfaction of the monetary award noted above.

I further order that the remaining balance of the award due to the landlord, equalling \$995.21, be paid immediately by the tenant to the landlord.

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 17, 2013

Residential Tenancy Branch

