



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

There are applications filed by both parties. The Landlord had made an application for a monetary order for money owed or compensation for damage or loss, to keep all or part of the security deposit and recovery of the filing fee. The Tenant has also made an application for a monetary order for money owed or compensation for damage or loss and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. As both parties have attended and have confirmed receipt of the notice of hearing package and the submitted documentary evidence of the other party, I am satisfied that both parties have been properly served.

During the hearing, the Tenant stated that she wished to withdraw her application. The Landlord had no objections and as such no further action is required for the Tenant's Application.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order?

Is the Landlord entitled to retain the security deposit?

Background and Evidence

Both parties agreed that this Tenancy began on October 1, 2012 on a fixed term tenancy ending on September 30, 2013 as shown by the submitted copy of the signed

tenancy agreement. The Tenancy ended on March 31, 2013. The monthly rent was \$1,400.00 payable on the 1st of each month.

The Landlord states that the Tenant breached the Tenancy Agreement by ending the Tenancy prematurely on March 31, 2013. The Landlord received notice by email on March 1, 2013 that the Tenant intended to vacated the rental unit on March 31, 2013. The Landlord states that the rental unit was immediately advertised for rent and that approximately 1,628 emails were made for all communications regarding the efforts to re-rent the unit. The Landlord states that he advertised on Craigslist and the Sun newspaper and had over 100 showings. The Tenant states that they were evicted by the Landlord. The Landlord disputes this. The Tenant also states that she is sure that the Landlord had re-rented the unit as there were persons residing in the unit in May of 2013. The Landlord disputes this stating that he was only able to re-rent the unit for June 1, 2013 after lowering his rental rate by \$100.00.

Analysis

I find on a balance of probabilities that I prefer the evidence of the Landlord over that of the Tenant. Although the Tenant has claimed that the Landlord evicted them and that the Landlord was able to re-rent the unit for May 2013, this is disputed by the Landlord and the Tenant has failed to provide any evidence to support these claims. I also find that I am satisfied that the Landlord's attempts at mitigating any losses were made in his advertising and showing efforts. The Landlord has established a claim for loss of rental income of \$2,800.00 for the months of April and May 2013 as the Tenant has breached the fixed term tenancy on March 31, 2013 which ends on September 30, 2013.

I decline to make any order regarding the Landlord's request to retain the security deposit. Although the Landlord has made a request to retain the security deposit, neither the Landlord nor the Tenant have provided any details of the security deposit, not even the amount paid.

The Landlord has established a monetary claim of \$2,800.00. The Landlord is also entitled to recovery of the \$50.00 filing fee. The Landlord is granted a monetary order under section 67 for \$2,850.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord is granted a monetary order for \$2,850.00.

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: July 05, 2013

Residential Tenancy Branch

