



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This was the hearing of an application by the landlord for a monetary order and an order to retain the security deposit. The hearing was conducted by conference call. The landlord called in and participated in the hearing. The tenants did not attend, although they were served with the application and Notice of Hearing sent by registered mail on August 23, 2013.

Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?

Background and Evidence

The rental unit is a house in Langley. The tenancy began on September 1, 2012 for a six month term and thereafter month to month. The monthly was \$1,800.00. The tenants paid a \$900.00 security deposit and a \$900.00 pet deposit at the commencement of the tenancy.

The tenants gave the landlord notice on July 13, 2013 that they intended to move out of the rental unit on August 15th. They had arranged to rent new accommodation starting on August 15th and requested that the landlord allow them to end the tenancy on the 15th of the month. The landlord did not agree to this proposal. The landlord permitted the tenants to pay only \$900.00 towards the August rent and he told the tenants he would attempt to re-rent the unit and would prorate the rent for August from the security deposit and return the balance to the tenants should he succeed in re-renting the unit for some part of August.

The landlord advertised the rental property, but he was unable to secure a new tenant before September 1, 2013. The landlord conducted a condition inspection with the

tenant on August 15th. The tenant was not willing to sign the condition inspection report authorizing the landlord to keep the security deposit on account of rent for August. The landlord returned the tenants \$900.00 pet deposit on August 19, 2013. The tenants negotiated the cheque on August 26, 2013.

The landlord has applied for a monetary order in the amount of \$900.00 for August and for an order to retain the tenant's security deposit in satisfaction of the claim and for the recovery of the \$50.00 filing fee paid for the application.

Analysis

I accept the landlord's testimony that the tenants did not provide proper notice to end the tenancy and moved out on August 15th without paying the full rent for August. I accept the landlord's evidence as showing that he acted reasonably and attempted to mitigate his damages by trying to re-rent the unit for the second half of August, but was unsuccessful. I find that the landlord is entitled to an award in the amount of \$900.00 for August rent. The tenants refused give the landlord written authorization to retain the security deposit and he was obliged to file this application to claim the deposit. The landlord is therefore entitled to recover the \$50.00 filing fee paid for this application, for a total award of \$950.00.

Conclusion

I order that the landlord retain the tenants' \$900.00 security deposit in partial satisfaction of this award and I grant the landlord an order under section 67 for the balance of \$50.00. This order may be registered 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: October 07, 2013

Residential Tenancy Branch

