



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding METRO VANCOUVER HOUSING CORPORATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, FF

Introduction

This matter dealt with an application by the Landlord to retain the Tenants' security for lost rental income and to recover the filing fee for this proceeding.

The Landlord said she served the Tenants with the Application and Notice of Hearing (the "hearing package") by registered mail on September 6, 2013. Based on the evidence of the Landlord, I find that the Tenants were served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded in the Tenants' absence.

Issues(s) to be Decided

1. Is the Landlord entitled to keep the Tenants' security deposit?

Background and Evidence

This tenancy was to start on September 1, 2013 with an early move in date of August 12, 2013 as a month to month tenancy. Rent was \$1,250.00 per month payable in advance of the 1st day of each month. The Tenant paid a security deposit of \$625.00 on July 24, 2013. The Landlord said the Tenants gave their notice by email on August 10, 2013 that they were not moving into the rental unit.

The Landlord said a move in condition inspection was done on August 9, 2013 and the Tenant said they wanted to have two additional people move into the rental with them. The Landlord said the Tenant was told this could affect the subsidized rental amount as the additional people had not been approved with the Tenants application. The Landlord continued to say the Tenants canceled the tenancy on August 10, 2013 and now the Landlord is seeking to retain the Tenants' security deposit of \$625.00 as compensation for lost rental income.

The Landlord also said they are requesting the recovery of the filing fee of \$50.00 for this application from the Tenants.

Analysis

Section 16 of the Act says:

Start of rights and obligations under tenancy agreement

16 The rights and obligations of a landlord and tenant under a tenancy agreement take effect from the date the tenancy agreement is entered into, whether or not the tenant ever occupies the rental unit.

The Landlord submitted a copy of the Tenancy Agreement between the Tenant and the Landlord sign and dated July 24, 2013. Consequently I find a tenancy contract was entered into on July 24, 2013 and the Tenant is responsible for the lost rental income that the Landlord has applied for in the amount of \$625.00.

As the Landlord has been successful in this matter, she is also entitled to recover from the Tenants the \$50.00 filing fee for this proceeding. I order the Landlord pursuant to s. 38(4) and s. 72 of the Act to keep the Tenants' security deposit in the amount of \$625.00 for lost rental income and a monetary order for \$50.00 will be issued to the Landlord to cover the filing fee.

Conclusion

The Landlord is ordered to retain the Tenants' security deposit in the amount of \$625.00.

The Landlord has been issued a monetary order for \$50.00 to recover the filing fee from the Tenants.

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: December 16, 2013

Residential Tenancy Branch