



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with an application by the landlord to retain a security deposit.

The landlord attended the teleconference hearing and gave affirmed evidence. The tenant did not attend. The landlord gave evidence that he served the tenant with the Notice of a Dispute Resolution Hearing and Landlord's Application for Dispute Resolution by personal service on January 6, 2014. I find the tenant was properly served.

Issue(s) to be Decided

Is the landlord entitled to retain the security deposit?

Background and Evidence

The landlord gave evidence that the parties agreed on November 22, 2013 that the tenant would move into the rental unit on January 1, 2014 and the tenant would be obligated to pay \$1,400.00 per month in rent. The tenant paid a security deposit of 700.00 to the landlord on November 22, 2013.

The landlord gave evidence that the tenant telephoned him on December 25, 2013 and advised the landlord that he would not be moving into the rental unit. The landlord was out of town on that date and returned to Prince Rupert on December 28, 2013. On December 28, 2013, the landlord placed advertisements on the websites Kijiji and Craigslist to find new tenants for the rental unit.

The landlord's evidence is that it was difficult to find a suitable tenant given the short notice before January 1, 2014 and relatively few people want to move at that time of

year. The landlord was unable to find a suitable tenant until February 1, 2014. He claims compensation for the month of January 2014.

Analysis

I accept the undisputed evidence of the landlord that the tenant advised the landlord on December 25, 2013 that the tenant would not be moving in to the rental unit. I find the tenant breached an agreement to enter into a tenancy, and that breach resulted in a loss of rental income for the month of January 2014 for the landlord.

I find the landlord took reasonable steps to mitigate his losses by advertising promptly for new tenants. I find the landlord is entitled to compensation for his losses, and I set that compensation at \$700.00. I order that the landlord retain the security deposit of \$700.00 in satisfaction of this award.

Conclusion

I order that the landlord retain the security deposit of \$700.00.

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: March 18, 2014

Residential Tenancy Branch

