



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding NPR Limited Partnership  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR MNSD MNDC FF

### Introduction

This hearing dealt with an application by the landlord for a monetary order and an order to retain the security deposit in partial satisfaction of the claim.

The landlord participated in the teleconference hearing, but the tenant did not call into the hearing. The landlord submitted evidence that they served the tenant with the application for dispute resolution and notice of hearing by registered mail sent on January 29, 2014 to the forwarding address provided by the tenant. The landlord stated that the tenant received and signed for the package. I accepted the landlord's evidence regarding service of notice of the hearing, and I proceeded with the hearing in the absence of the tenant.

### Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

### Background and Evidence

The tenancy began on July 15, 2013 as a fixed-term tenancy to end on July 31, 2014. Rent in the amount of \$725, less a \$26 rent incentive, was payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$362.50.

The landlord submitted evidence that they received an email from the tenant on December 31, 2013, in which the tenant indicated that he intended to vacate the rental unit by January 3, 2014. The landlord stated that they immediately began taking steps

to re-rent the unit, but they were unable to re-rent until April 1, 2014. The landlord has claimed lost revenue of \$699 for February 2014.

In support of their claim, the landlord submitted evidence including the following:

- a copy of a residential tenancy agreement, signed by the tenant and the landlord on July 15, 2013, indicating a monthly rent of \$725 due on the first of each month and showing that the tenant paid a security deposit of \$362.50;
- a copy of the tenant's email giving notice to vacate;
- testimony regarding the landlord's attempts to re-rent the unit as soon as possible; and
- a copy of the Landlord's Application for Dispute Resolution, filed January 29, 2014, in which the landlord set out their monetary claim.

### Analysis

I find that the landlord has established their claim for \$699. The evidence noted above shows that the tenant entered into a fixed-term tenancy and paid a security deposit of \$362.50, that the tenant breached the lease, and the landlord attempted to mitigate their loss by re-renting as soon as possible.

As the landlord's application was successful, they are also entitled to recovery of the \$50 filing fee for the cost of this application.

### Conclusion

The landlord is entitled to \$749. I order that the landlord retain the security deposit of \$362.50 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$386.50. This order may be filed 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: May 13, 2014

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Residential Tenancy Branch