



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNSD, MNDC, FF

### Introduction

This was a hearing with respect to applications by the tenant and the landlord. The tenant applied for the return of an amount paid for a security deposit. The landlord applied for a monetary order for lost rental income and to retain the security deposit. The hearing was conducted by conference call. The landlord called in and participated in the hearing. The tenant did not attend, although this was the hearing of his application and although he was served with the landlord's application and Notice of Hearing sent by registered mail on May 10, 2014.

### Issue(s) to be Decided

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

### Background and Evidence

The landlord testified that the tenant viewed his rental unit on February 10, 2014 and agreed to move in on February 15, 2014. The landlord received a deposit of \$750.00 on March 20, 2014. The landlord complained that the tenant did not move in and did not pay rent. The tenant told the landlord that he was on a disability and retirement pension. The landlord said that he asked the tenant for rent and the tenant told him he was waiting for the welfare office to pay him the rent. The landlord said he was contacted by welfare who asked whether the tenant was living at his rental unit. The landlord asked the tenant on April 8<sup>th</sup> about rent and his claim with welfare. He complained to the tenant about the misleading information and the lost rent for two months; he told the tenant said that he wanted the tenant to return the keys and said he would keep the security deposit.

When the tenant applied for the return of the deposit, the landlord filed his application in reply to claim the deposit and lost rental income.

### Analysis

The tenant did not attend the hearing and in the absence of an appearance by the tenant, his application for the return of the security deposit is dismissed without leave to reapply.

The landlord claimed payment of the sum of \$4,500.00 said to be for lost rental income. The landlord has not provided a copy of a tenancy agreement, although he testified that there is a signed agreement to rent the unit for \$1,500.00 per month. The landlord has not provided evidence to show what steps he has taken to rent the unit. the landlord claimed that the tenant did not follow through on his agreement to rent his unit, but the landlord has not shown that he took any appropriate or timely steps to enforce the tenancy agreement and in the absence of such evidence, I find that the landlord's application should be allowed, but only with respect to an award equivalent to a half month's rent, equal to the amount of the security deposit that he holds.

### Conclusion

I grant the landlord a monetary award in the amount of \$750.00 for loss of rental income. I decline to award a filing fee for the landlord's application. I order that the landlord retain the \$750.00 security deposit that he holds in full and final satisfaction of any claim that he may have for unpaid rent arising out of this tenancy. All other claims by the landlord are dismissed without leave to reapply..

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: August 11, 2014

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Residential Tenancy Branch

