



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 hearing dealt with monetary applications by the landlord and the tenant. Both the landlord and the tenant participated in the teleconference hearing.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Is the tenant entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began on October 1, 2013 as a fixed-term tenancy to end on September 30, 2014. Rent in the amount of \$850 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 \$425.

On April 8, 2014 the tenant informed the landlord that she was moving out of the rental unit. The tenant vacated the unit on April 30, 2014 but she paid the landlord the rent for May 2014. The landlord re-rented the unit on August 1, 2014.

Landlord's Evidence

The landlord provided evidence to show that in April 2014 they began advertising the unit for re-rent. The landlord stated that they did not return the security deposit because the tenant broke the lease. The landlord has claimed lost revenue of \$850 for each of the months of June and July 2014.

Tenant's Evidence

The tenant stated that she gave the landlord her forwarding address in writing in the last week of April 2014. As the landlord did not return the security deposit or make their application to keep the deposit until June 20, 2014, the tenant has applied for double recovery of the security deposit.

The tenant has also claimed recovery of rent paid for May 2014, as she vacated the unit on April 30, 2014 and on that date the landlord changed the rental unit locks.

Analysis

Landlord's application

I find that the landlord has established their claim for lost revenue for June and July 2014. The landlord's evidence shows that they took reasonable steps to re-rent the unit, but were unable to do so. Under the terms of the fixed-term tenancy, the landlord is therefore entitled to lost revenue for the period of time under the lease when the landlord was unable to re-rent.

Tenant's Application

The tenant is entitled to double recovery of the security deposit, in the amount of \$850. The tenant provided a written forwarding address in the last week of April 2014 and the tenancy ended on April 30, 2014, when the landlord took possession of the unit and changed the locks. The landlord did not either return the security deposit or make an application to keep the deposit within 15 days of April 30, 2014.

The tenant is not entitled to recovery of the rent she paid for May 2014, as she was responsible under the terms of her lease to pay the landlord for lost revenue for that month. I therefore dismiss this portion of the tenant's application.

Filing Fees

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

Conclusion

The landlord is entitled to \$1750. The tenant is entitled to \$850. I grant the landlord an order under section 67 for the balance due of \$900. 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: November 5, 2014

Residential Tenancy Branch

