



# 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 claims of the landlord and the tenant.

The landlord participated in the teleconference hearing, but the tenant did not call into the hearing. The line remained open while the phone system was monitored for ten minutes and the only participant who called into the hearing during this time was the landlord. Therefore, as the tenant did not attend the hearing by 11:10 a.m., and the landlord appeared and was ready to proceed, I dismissed the tenant's claim without leave to reapply.

The landlord submitted evidence that he served the tenant with his application for dispute resolution and notice of hearing by registered mail sent on September 4, 2014. Section 90 of the Act states that a document is deemed to have been served five days after mailing. I found that the tenant was deemed served with notice of the hearing on September 9, 2014, 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

On April 27, 2014 the landlord and the tenant signed a tenancy agreement for a tenancy to begin on June 1, 2014, with rent in the amount of \$900 payable in advance on the first day of each month. On April 30, 2014 the landlord collected a security deposit from the tenant in the amount of \$450.

The landlord stated that on May 25, 2014 he emailed the tenant to let her know that the unit was cleaned and ready for her to take possession. The landlord stated that he did not get a response from the tenant, so he did a move-in inspection without the tenant.

The landlord stated that on May 29, 2014 the tenant texted the landlord to inform him that she would not be moving into the rental unit and the landlord could keep the security deposit. The landlord stated that he immediately took steps to attempt to re-rent the unit but he was unable to re-rent the unit for June 2014, and he has claimed \$900 in lost revenue for that month.

The landlord submitted that because the tenant did not participate in the move-in inspection, she has extinguished her right to the security deposit. The landlord stated that he therefore is claiming the \$450 security deposit in addition to the lost revenue claim.

### Analysis

I accept the evidence of the landlord that the parties entered into a tenancy agreement for a tenancy to commence on June 1, 2014; the tenant did not give the sufficient notice that she was not moving into the unit; and the landlord took steps to mitigate his loss by immediately advertising to re-rent. I therefore find that the landlord is entitled to \$900 for June 2014 lost revenue.

I do not need to consider the issue of extinguishment by the tenant, as the amount of the security deposit is not to be added to the monetary claim; rather, it is to be deducted, pursuant to section 72 of the Act.

As the landlord's application was partly successful, he is entitled to recovery of the \$50 filing fee for the cost of this application.

### Conclusion

The landlord is entitled to \$950. I order that the landlord retain the security deposit of \$450 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$500. 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 27, 2014

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Residential Tenancy Branch

