



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MND, MNDC, MNSD, FF, O

Introduction

This was a hearing with respect to the landlord's claim for a monetary award and for an order to retain the tenants' security deposit. The hearing was originally heard by an arbitrator on April 10, 2015. The landlord attended the hearing on April 10th and her agent also attended. None of the tenants attended the April 10th hearing although they were each served with the application for dispute resolution and Notice of Hearing sent to them by registered mail on September 14, 2014 as well as the landlord's documentary evidence. The arbitrator who heard the landlord's application on April 10, 2015 has been unable to issue a decision because he is on medical leave. The parties were advised by telephone that the landlord's application would be reconvened for a new hearing because the original arbitrator was unable to issue a final decision. The Residential Tenancy Branch contacted the parties to advise of the new hearing and mailed hearing letters to each of the parties to provide the time, date and call-in particulars for the new hearing to be conducted by conference call. I was appointed to conduct the new hearing.

Issue(s) to be Decided

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

Is the landlord entitled to retain the tenants' security deposit?

Background and Evidence

The rental unit is a house in Surrey. The tenancy began on February 15, 2014 for a one year fixed term. The monthly rent was \$3,200.00, payable on the first of each month. The tenants paid a security deposit of \$1,600.00 upon the signing of the tenancy agreement on February 5, 2014.

There were four individual named in the tenancy agreement, but one of the named tenants was removed from the lease by agreement between the parties.

On or about July 15, 2014 the tenants notified the landlord that they intended to end the tenancy. Shortly after receiving notice from the tenants, the landlord commenced advertising the rental unit and seeking to find new tenants to occupy the rental unit. The tenants moved out of the rental unit on September 1, 2014. They paid rent for August and made a payment of \$1,600.00 on account of September's rent.

The landlord succeeded in re-renting the house effective December 1, 2014, but at a reduced rent of \$3,100.00 per month. The landlord testified that, as noted on the condition inspection reports, when the tenancy began the tenants were provided with three garage door openers. When the tenancy ended the tenants returned only one opener.

The landlord has claimed the following:

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| • Unpaid rent for September, 2014: | \$1,600.00 |
| • Unpaid rent for October, 2014: | \$3,200.00 |
| • Unpaid rent for November, 2014: | \$3,200.00 |
| • Loss of rental income for December: | \$100.00 |
| • Loss of rental income for January: | \$100.00 |
| • Loss of rental income for February: | \$50.00 |
| • Cost to replace two garage door openers: | \$78.33 |

Total:	\$8,328.33
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Analysis

The landlord has provided extensive evidence to show the steps taken to advertise and re-rent the rental property after the tenants gave notice. The tenants gave notice on July 15th; the landlord commenced to advertise and seek new tenants beginning July 17th. I find that she acted promptly and reasonably to mitigate her losses and did succeed in finding new tenants before the end of the lease term.

Based on the landlord's contradicted testimony, I allow her claim in the amount stated. The landlord is entitled to recover the \$100.00 filing fee for her application, for a total award of \$8,428.33.

Conclusion

The landlord has been granted a monetary award in the amount of \$8,428.33. I order that she retain the \$1,600.00 security deposit that she holds in partial satisfaction of this award and I grant her a monetary order under section 67 for the balance of \$6,828.33. 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: June 19, 2015

Residential Tenancy Branch

