



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND 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 December 11, 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 December 16, 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

The tenancy began on February 1, 2014 as a fixed term tenancy to end on January 31, 2015. Rent in the amount of \$1450.00 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 \$725.00.

The landlord stated that on November 1, 2014 the tenant gave notice to vacate on December 1, 2014. The landlord stated that he put up a bunch of ads to re-rent the unit as soon as possible. The landlord stated that the tenant vacated the rental unit on or about November 23, 2014. The landlord stated that the rental unit needed extensive cleaning and repairs after the tenant vacated. The landlord stated that he was unable to re-rent the unit until January 15, 2015. The landlord claimed \$2175.00 for one and a half

months' lost revenue for December 2014 and the first half of January 2015. The landlord also gave testimony regarding the cleaning and repairs required; however, I informed the landlord that without the tenant present in the hearing I would not amend the landlord's application to an amount higher than the \$2,000.00 originally claimed.

### Analysis

I find that the landlord is entitled to \$2,000.00 in lost revenue for December 2014 and part of January 2015. I accept the landlord's evidence that the tenant vacated the unit before the end of the fixed term, and though the landlord took reasonable steps to re-rent the unit as soon as possible, he was unable to do so until January 15, 2015.

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 \$2,050.00. I order that the landlord retain the security deposit of \$725.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1325.00. 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: July 17, 2015

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Residential Tenancy Branch