



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MacDonald Commercial Real Estate Services Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FF, MNDC, MNSD

Introduction

This is an application brought by the Landlords requesting a monetary order in the amount of \$1650.00, and recovery of their \$50.00 filing fee. The landlords are also requesting an order allowing them to keep the full security deposit of \$825.00 towards the claim.

The applicant(s) testified that the respondent(s) were served with notice of the hearing by registered mail that was mailed on May 1, 2015 however the respondent(s) did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore it is my finding that the respondent(s) have been properly served with notice of the hearing, and I therefore conducted the hearing in the respondent's absence

All parties were affirmed.

Issue(s) to be Decided

The issue is whether or not the applicants have established monetary claim against the respondents, and if so in what amount.

Background and Evidence

The applicants testified that the tenants signed a fixed term tenancy agreement with an end of tenancy date of October 31, 2015 and a monthly rent of \$1650.00.

The applicants further testified that the tenants paid a security deposit of \$825.00 on October 22, 2014.

The applicants further stated that the tenants breached the fixed term tenancy, vacating the rental unit on April 17, 2015 and only paying rent to the end of April 2015.

The applicants testified that they attempted to re-rent the unit and although at one point they thought they may have re-rent the unit for May 1, 2015, the prospective tenant changed her mind and no contract was ever signed nor was any security deposit ever received.

The applicants further testified that they therefore continued advertised the unit for rent however, they were unable to re-rent the unit until July 1, 2015.

The applicants testified that although they lost two months' rent, they are only asking that the respondent's be held liable for the loss rental revenue for the month of May 2015, in the amount of \$1650.00.

Analysis

I have reviewed the evidence provided by the landlords, and the tenants did sign a fixed term tenancy agreement with an expiry date of October 31, 2015.

It is my finding that the tenants breached the tenancy agreement by vacating the rental unit on April 17, 2015 and therefore the tenants are liable for any lost rental revenue that resulted from that breach.

It is also my finding that the landlords have shown that they took reasonable steps to attempt to re-rent the unit and that they were unable to do so, resulting in lost rental revenue for the months of May 2015 and June 2015.

I therefore allow the landlords claim for lost rental revenue of \$1650.00 for the month of May 2015, and recovery of their \$50.00 filing fee.

Conclusion

I have allowed the landlords full claim of \$1700.00 and I therefore Order that the landlords may retain the full security deposit of \$825.00 and I have issued a monetary order in the amount of \$875.00.

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: October 05, 2015

Residential Tenancy Branch

