



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Wing Lee Holdings Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR MNSD MNDC FF

### Introduction

This hearing dealt with the landlord's application for monetary compensation and an order to retain the security deposit in partial compensation of the claim. The landlord and one tenant participated in the teleconference hearing.

The tenant stated that she only received the notice of the hearing and the landlord's application, not the landlord's evidence. I heard testimony from the parties, and reviewed their admissible 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?

### Background and Evidence

The tenancy began on March 8, 2014, with monthly rent of \$740.00 payable in advance on the first day of each month. At the outset of the tenancy the tenants paid the landlord a security deposit of \$370.00.

On April 22, 2015 the landlord served the tenants with a notice to end tenancy for cause. The effective date of the notice was May 31, 2015. On April 24, 2015 the tenants emailed the landlord and informed him that they would be vacating the rental unit no later than April 30, 2015. On April 30, 2015 the tenants vacated the rental unit.

The landlord has claimed \$740.00 in lost revenue for May 2015.

The tenant stated that they went away and returned to the rental unit on April 5, 2015 and discovered that their apartment was unlocked. The tenant submitted that this was a

material breach of the tenancy agreement, and she informed the landlord of the breach in her email sent April 24, 2015.

### Analysis

If a tenant wishes to end a tenancy because the landlord has materially breached the tenancy agreement, the tenant must give the landlord written notice of the breach and reasonable time to correct the breach. If the landlord does not correct the breach, then the tenant is entitled to end the tenancy. Otherwise, the tenant must give the landlord written notice before the day that rent is due that they intend to vacate at the end of that month. In this case, the tenant did not give the landlord proper notice of a material breach and time to correct the breach. The tenant also failed to give the landlord one month's notice to vacate.

The landlord did not provide evidence that they attempted to re-rent the unit as soon as possible. I find it unlikely that the landlord could have re-rented the unit for May 1, 2015, but he may well have been able to re-rent for the latter half of May 2015. I therefore find that the landlord is entitled to lost revenue for the first half of May 2015, in the amount of \$370.00.

As the landlord's application was only partially successful, I decline to award recovery of the filing fee for the cost of their application.

### Conclusion

The landlord is entitled to \$370.00, which they may retain from security deposit in full compensation of this amount.

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 23, 2015

---

Residential Tenancy Branch

