



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

OPB MNR MNSD FF

Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim. The landlord and the tenant participated in the teleconference hearing.

At the outset of the hearing the tenant stated that she had moved out of the rental unit. It was therefore not necessary for me to consider the part of the landlord's application regarding an order of possession.

Each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other 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 February 26, 2015 as a fixed-term tenancy to end on July 15, 2015. Rent in the amount of \$1,350.00 was payable in advance on the 26th day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$675.00. The tenant vacated the rental unit in mid-June 2015.

Landlord's Claim

The landlord stated that the tenant called the landlord's office on June 19, 2015 and said that she would be moving out. The landlord stated that the tenant called again on June 22, 2015 and said the unit would be empty and it was locked. The landlord stated that they received the keys back from the tenant by registered mail on June 29, 2015.

The submitted that the tenant failed to give thirty days' written notice to vacate and she was therefore responsible for rent from June 26 to July 15, 2015, in the amount of \$900.00.

Tenant's Response

The tenant stated that she called the landlord on June 11, 2015 and told them she would be moving out on June 15, 2015. She then called on June 15, 2015 to say she was out but she did not want to leave the unit open. The tenant stated that she mailed the keys to the landlord as soon as she was able to obtain an address where she could send them.

Analysis

When a landlord becomes aware that a tenant is vacating, whether or not the tenant gave proper notice, the landlord has a duty to mitigate their loss by attempting to re-rent the unit as soon as possible. In this case the landlord provided no evidence of their attempts to mitigate their loss, and their claim therefore cannot succeed.

Conclusion

The landlord's application is dismissed.

The landlord must return the tenant's security deposit. I therefore grant the tenant an order under section 67 in the amount of \$675.00. 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: October 6, 2015

Residential Tenancy Branch

