



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes 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 full satisfaction of the claim. The landlord and the tenant participated in the teleconference hearing.

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

Rent in the amount of \$900.00 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 \$450.00. The tenancy ended on June 30, 2015.

The landlord stated that on June 18, 2015 he received a text message from the tenant, who indicated that she was moving "soon." The landlord stated that on June 21, 2015 he received a second text in which the tenant informed him that she was moving June 30, 2015. The landlord stated that he began advertising to re-rent immediately, but was unable to re-rent the unit until August 2015. The landlord stated that he accepted the tenant's notice on June 21, 2015 as one month's notice for the first half of July, and he applied to keep the security deposit of \$450.00 as compensation for lost revenue for the first half of July 2015.

The tenant responded that there was never an inspection done at move-out, and she had reason to believe that the landlord had new tenants on July 1, 2015, because she saw some furniture in or on the balcony of the rental unit on July 11, 2015.

Analysis

I accept the landlord's evidence as credible that he did not re-rent the unit until August 1, 2015. The tenant did not provide sufficient evidence to dispute the landlord's testimony. Though the landlord may have extinguished his right to claim against the security deposit for damage to the rental unit, he applied in time to claim for lost revenue.

As the landlord's application was successful, he is entitled to recovery of the \$50 filing fee for the cost of this application.

Conclusion

I order that the landlord may retain the \$450.00 security deposit in full compensation of his claim.

I grant the landlord an order under section 72 for recovery of the filing fee of \$50.00. 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: January 18, 2016

Residential Tenancy Branch