



# 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 partial satisfaction of the claim. The landlord and the tenant participated in the teleconference hearing.

At the outset of the hearing, 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

On June 9, 2015 the tenant and the landlord signed an agreement for a fixed-term tenancy to begin on June 20, 2015 and end on August 20, 2015, with monthly rent of \$2,500.00. The tenant paid the landlord a security deposit of \$1,250.00. The tenant vacated the rental unit on July 20, 2015, without giving one month's notice to vacate. The tenant did not pay rent for the final month. The landlord stated that he was unable to re-rent the unit until August 19, 2015. The landlord has applied for compensation of \$2,500.00 in lost revenue for that month.

The tenant's response was that his job got shut down two weeks after he moved in, and he moved out on June 17 or 18, 2015. The tenant stated that two days later, he observed vehicles in front of the unit and lights and the TV on, and it appeared that the unit was already occupied by new tenants.

The landlord stated that after the tenant vacated, he was in the unit to move furniture out. The landlord stated that he believed the tenant was unhappy with the fence for the rental property and wanted to leave the lease early.

### Analysis

I find that the landlord is entitled to the compensation claimed. The tenant did not dispute that he vacated the unit one month early, without giving proper notice. The tenant did not provide sufficient evidence to establish that the landlord did re-rent the unit immediately after the tenancy ended, and I found the landlord's evidence credible on this point and overall. The tenant merely provided speculation.

As the landlord's application was successful, he is also entitled to recovery of the \$50.00 filing fee for the cost of this application.

### Conclusion

The landlord is entitled to \$2,550.00. I order that the landlord retain the security deposit of \$1,250 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$1,300.00. 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: March 22, 2016

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Residential Tenancy Branch