



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Singla Homes Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This is an application brought by the Landlord(s) requesting a Monetary Order in the amount of \$1300.00, recovery of the \$50.00 filing fee, and requesting an Order to retain the full security deposit/pet deposit towards the claim.

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions. I have excluded however some late evidence from the respondent that arrived today, as it is well outside the time limits required in the Rules of Procedure.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All parties were affirmed.

Issue(s) to be Decided

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

Background and Evidence

This tenancy began on March 1, 2015 with a monthly rent of \$1300.00 due on the first of each month.

This tenancy was a fixed term tenancy with an expiry date of February 28, 2016.

The tenant paid both a security deposit of \$650.00, and a pet posits \$650.00 on February 25, 2015.

The landlord testified that the tenant gave a vague verbal Notice to End Tenancy but was not specific in that notice as she was not sure whether she qualified for subsidized housing or not. No written notice to end tenancy was ever given.

The landlord further testified that the tenant subsequently vacated the rental unit on December 1, 2015; however she failed to pay any rent for the month of December 2015.

Landlord further testified that they attempted to re-rent the unit for the month of December 2015, but were unable to do so, and therefore they lost the full rental revenue for that month.

The landlord's further testified that new tenants moved into the rental unit for January 1, 2016 and paid rent from that date, and therefore they are not pursuing any further rent from the tenants lease.

The landlords are therefore requesting an Order to retain the full security deposit and pet deposit totaling \$1300.00 to cover the lost rental revenue of \$1300.00 for the month of December 2015.

The tenant testified that she gave her verbal Notice to End Tenancy on approximately October 15, 2015, and therefore the landlord was fully aware that she was vacating the rental unit.

The tenant further testified that the landlords informed her that they had a new renter moving into the unit on December 1, 2015 and that they had gotten the full rent for the month of December 2015.

The tenant further testified that the landlords had told her she would get her full security deposit and pet deposit returned when she vacated.

The tenant is therefore requesting that the landlord's application be dismissed and that an Order be issued for the return of her full security/pet deposit of \$1300.00.

In response to the tenant's testimony the landlord testified that the tenant was never told that the unit was rented for December 1, 2015, and they reiterate that no rent was collected for this unit for the month of December 2015. The new rental contract started January 1, 2016.

The landlord's further testified that they had told the tenant she would get her full security/pet deposit back if they were able to re-rent the unit, or if she paid the December 2015 rent.

Analysis

It is my finding that the landlords have established the full amount claimed against the tenant.

The tenant signed a fixed term tenancy agreement with an expiry date of February 28, 2016, and the tenant vacated well before the end of that fixed term tenancy.

Further, the tenant never gave the landlord's any written notice to end the tenancy as is required by the Residential Tenancy Act, and therefore the landlords were in a difficult position, because if they attempted to re-rent the unit and the tenant did not vacate they would have little recourse, as she had not given them any proper notice to end the tenancy.

Further, although the tenant claims that she was told the rental unit was rented out for the month of December 2015, it's my finding that she has not met the burden of proving that claim as it is basically just her word against that of the landlords and the landlords adamantly denied collecting any rent for the month of December 2015.

It is my decision therefore, that the tenant is liable for the full lost rental revenue of \$1300.00 for the month of December 2015, and I also allow the landlords request for recovery of the \$50.00 filing fee.

Conclusion

Pursuant to section 67 of the Residential Tenancy Act, I have allowed the landlords full claim of \$1350.00 and therefore pursuant to section 72 of the Residential Tenancy Act I Order that the landlords may retain the full security/pet deposit of \$1300.00 and I have issued an Order for the tenant to pay \$50.00 to the landlords.

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: July 19, 2016

Residential Tenancy Branch