



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding R. Jang and Associates Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, FF

Introduction

This is an application brought by the Landlord(s) requesting an Order to retain the full security deposit of \$525.00 and requesting recovery of the \$50.00 filing fee.

Some documentary evidence and written arguments have been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

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 monetary claim against the respondent, and if so in what amount.

Background and Evidence

The parties agree that this tenancy began on August 8, 2015 for a fixed term expiring July 31, 2016, with the monthly rent of \$1050.00.

The parties agree that a security deposit of \$525.00 was paid on July 15, 2015.

The landlord testified that the tenant breached the fixed term tenancy agreement, and vacated the rental unit on December 10, 2015 without paying any rent for the month of December 2015.

The landlord further testified that they were able to mitigate her loss by re-renting the unit for the second half of December 2015; however they lost 1/2 the rental revenue for the month of December 2015, in the amount of \$525.00.

The landlords are therefore requesting an Order to retain the full security deposit of \$525.00 to cover this loss, and are requesting an Order for recovery of their \$50.00 filing fee.

The tenant testified that she does not dispute the landlords request to retain the \$525.00 security deposit to cover the cost of the lost rental revenue for December 2015; however she does not believe she should have to pay the filing fee, as she was never opposed to the landlord using her security deposit cover the loss rental revenue.

Analysis

Since the tenant is not disputing the landlords request to retain the full security deposit for lost rental revenue for the month of December 2015 I allow the landlords request to retain the full security deposit of \$525.00.

I will however also allow the landlords request for recovery of the \$50.00 filing fee, because the tenant has provided no evidence to show that she ever agreed, prior to today's hearing, to allow the landlord to retain her security deposit towards the lost rental revenue.

Conclusion

I have allowed the landlords full claim of \$575.00 and I therefore Order that the landlord may retain the full security deposit of \$525.00, and I have issued a Monetary Order in the amount of \$50.00.

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 26, 2016

Residential Tenancy Branch