



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Loric Holdings Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNDC, MNSD, FF

Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has requested compensation for loss of rent revenue, to retain the security deposit and to recover the filing fee from the tenants for the cost of this Application for Dispute Resolution.

The agent for the landlord provided affirmed testimony that on January 5, 2016 copies of the Application for Dispute Resolution and Notice of Hearing were sent to the tenants by registered mail, to the address provided by the tenants prior to the end of the tenancy. A Canada Post tracking number was provided as evidence of service.

The landlord placed both sets of hearing documents in the same registered mail package. During the hearing a check of the Canada Post tracking information confirmed that the male tenant signed, accepting the mail on January 10, 2016.

Therefore, I find that these documents were served to the male tenant in accordance with section 89 and 90 and 90 of the *Act* effective January 10, 2016. The tenant did not appear at the hearing.

As there was no evidence before me that the male tenant gave the hearing documents to the female tenant I find that service to the female tenant is not proven. Therefore, the application is amended to remove the female tenant as a respondent.

Issue(s) to be Decided

Is the landlord entitled to compensation for loss of one-half of one months' rent revenue?

May the landlord retain the security deposit?

Background and Evidence

The tenancy commenced on August 1, 2015, rent was \$1,450.00 per month, due on the first day of each month. This was a one year fixed-term tenancy. The landlord is holding a security deposit in the sum of \$725.00.

On December 22, 2015 the male tenant called the landlord to report that they would be vacating the unit. The landlord said he told the tenant that he would attempt to locate a new occupant but the tenants would need to pay rent for any time in January that the unit was not occupied.

The tenants vacated on December 30, 2015.

The landlord was able to locate new tenants for January 15, 2016. The landlord has claimed the loss of rent revenue, which is equivalent to the sum of security deposit held in trust by the landlord.

The landlord waived the claim for return of the filing fee costs.

Analysis

Based on the affirmed testimony of the landlord I find pursuant to section 44(1)(d) that the tenancy ended on December 30, 2015, the date the tenants vacated.

I have not been given a copy of the tenancy agreement. If the tenancy was a fixed term the tenants could not end the tenancy prior to the end of the term. If the tenancy was a month-to-month term the tenants were required to give one month's written notice. In either case, I find that the tenancy was not ended in accordance with the Act.

I find that the landlord mitigated the claim by locating new tenants within two weeks of the tenants vacating the unit.

Therefore, I find that the landlord is entitled to compensation in the sum of \$725.00 for the loss of one-half of January 2016 rent revenue.

I find that the landlord is entitled to retain the tenant's security deposit in the amount of \$725.00 in satisfaction of the monetary claim.

Conclusion

The landlord is entitled to retain the tenant's security deposit in satisfaction of the claim.

The landlord waived the request for return of the filing fee costs.

This decision is final and binding and 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 27, 2016

Residential Tenancy Branch