



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding NACEL PROPERTIES LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      mnd, mndc, mnr, mnsd, ff

### Introduction:

The landlord has applied for resolution of a dispute in the tenancy at the above noted address, and requests a Monetary Order and an order to retain the security deposit.

The tenant did not attend the hearing. I accept that the tenant was sent the hearing information and landlord's application by registered mail, satisfying the service requirements under section 88 of the Residential Tenancy Act. I further accept the landlord's testimony that the tenant called her about a week later, upset that she had made this claim, indicating that the material had been received.

### Issues to be decided:

I am asked to determine whether the tenant is liable for the landlord's monetary claim for loss of rent and the landlord's filing fee. If awarded, I am asked to order that the landlord retain the security deposit in partial satisfaction of such award.

### Background and Evidence:

The tenant confirmed that he intended to rent the subject premises effective April 1. On March 3 he paid a security deposit of \$550.00 to secure the premises. The landlord offered a 5 day period should he wish to change his mind. On March 29 the tenant emailed the landlord that he was not going to move in. The landlord was able to find a replacement tenant for April 15, for the same rent of \$1,100.00 per month. The landlord claims \$550.00 representing the loss of rent for the first half of April.

### Analysis:

I accept the landlord's submissions that a tenancy was agreed to between the parties. Although no formal agreement was signed, I accept that the tenant's application and payment of the deposit formed an offer, and that the landlord accepted this offer. I find that the landlord has lost rental income of \$550.00 for the first half of April, and that the tenant is liable for this loss, given his obligation to begin paying rent April 1 pursuant to the agreement made.

The landlord is also awarded recovery of the \$100.00 filing fee. The total sum awarded to the landlord is \$650.00.

The landlord has applied for an order to retain the \$550.00 security deposit. As this sum is less than the award made, retention is appropriate.

Conclusion:

I order pursuant to section 38(1) that the full amount of the \$550.00 security deposit be retained by the landlord, in partial satisfaction of the monetary award noted above.

I further order that the remaining balance of the award due to the landlord, equalling \$100.00, be paid immediately by the tenant to the landlord.

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: August 17, 2016

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Residential Tenancy Branch