



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNSD, MNDC, FF

### Introduction

This was a hearing with respect to the landlord's application for a monetary award and an order to retain the security deposit. The hearing was conducted by conference call. The landlord and the tenant called in and participated in the hearing. The landlord and the tenant exchanged documents before the hearing

### Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?  
Is the landlord entitled to retain all or part of the security deposit?

### Background and Evidence

The rental unit is an upstairs suite in a house in Vancouver. The tenancy began on December 15, 2014 for a one year term ending December 15, 2015. The tenancy agreement provided that the tenants must move out at the end of the fixed term. The monthly rent was \$2,200.00 and the tenant paid a security deposit of \$1,100.00 on November 27, 2014. The landlord testified that the tenant gave short notice in September, 2015 and moved out of the rental unit on October 3<sup>rd</sup>. The landlord testified that he advertised the unit for rental as soon as he received notice from the tenant. He was unsuccessful in re-renting the unit until January, 2016. The landlord claimed unpaid rent for October, November and December in the total amount of \$6,600.00, but in his application he stated that he was limiting his claim to the sum of \$5,000.00.

The tenant raised complaints about the tenancy, deficiencies in the rental unit and claimed interference with their privacy and rights to quiet enjoyment. The tenant also claimed that the landlord raised issues about the number of people living in the rental unit and disturbances caused by the tenant's daughter. The tenant alleged that the landlord signed a letter prepared by tenant's son confirming the landlord's permission

for the tenants to move out of the rental unit before the end of the term. The tenants did not produce a copy of the letter. The landlord denied that he signed such a letter or gave his permission to the tenant to end the tenancy early.

### Analysis

The landlord provided evidence that he acted promptly to attempt to re-rent the unit immediately after the tenants gave notice. Although he tenant claimed that the landlord interfered with their use and enjoyment of the rental unit. They did not raise any issues with him during the tenancy. They were raised only after the landlord submitted his claim for loss of revenue. The tenant has not provided any documentary proof that the landlord agreed to release him from his obligations under the fixed term tenancy.

I find that the landlord acted reasonably in an effort to mitigate his damages. The landlord succeeded in re-renting the unit only after three months of rental loss in the amount of \$6,600.00. The landlord has limited his claim to the sum of \$5,000.00. I allow the landlord's claim in the amount of \$5,000.00. The landlord is entitled to recover the \$50.00 filing fee for his application, for a total claim of \$5,050.00. I order that the landlord retain the tenant's security deposit of \$1,100.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance of \$3,950.00. This order may be registered in the Small Claims Court and enforced as an order of that court

### Conclusion

The landlord's application has been allowed in the amount stated.

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: September 06, 2016

---

Residential Tenancy Branch

