



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Singla Holmes 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 \$700.00, the full pet deposit of \$700.00, and requesting recovery of the \$100.00 filing fee.

Some documentary evidence and written arguments has 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 the tenant paid a security deposit of \$700.00, and a pet deposit of \$700.00, and that both were paid on March 17, 2014.

The parties agree that this tenancy began on April 1, 2014 with a monthly rent of \$1400.00, due on the first of each month.

The landlord testified that, on December 17, 2015 the tenant gave notice that she would be vacating the rental unit on January 15, 2016.

The landlord testified that they informed the tenant that that was not proper notice, and that any notice given in the month of December 2015 would be valid for the end of January 2016.

The landlord testified that the tenant subsequently vacated the rental unit on January 2, 2016 and failed to pay any rent for the month of January 2016.

The landlord testified that the unit was not re-rented in the month of January 2016 and therefore they lost the full rental revenue of \$1400.00 and they are therefore requesting an order to retain the combined security/pet deposit totaling \$1400.00 to cover this loss.

The tenant testified that she does not dispute paying \$700.00, as she did not give the proper notice however she does not believe she should have to pay for the full month of January 2016 as the landlords did some work in the rental unit in the month of January and therefore it was not available to re-rent.

The landlords in response to the tenants testimony, testified that they were attempting to re-rent the unit for the month of January 2016, however since they were not able to find a tenant willing to take it in the month of January 2016, they took that opportunity to change the carpets in the rental unit, which were in poor condition. They were able to find a tenant to take over the unit for February 2016

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Analysis

It is my finding that the tenant is liable for the full lost rental revenue for the month of January 2016.

First of all the tenant did not give the required one clear month Notice to End Tenancy, as any notice given in the month of December 2015 is valid for the end of January 2016.

Secondly, since the tenant did not vacate the rental unit until January 2, 2016, I find it very unlikely that the landlords could have re-rented it in the month of January 2016 as most tenants are looking to rent units from the first of the month.

Finally, since the landlords had not been able to find a renter for the month of January 2016, but were able to secure a renter for February 1, 2016, it is not unreasonable for the landlord to take the time in January 2016 to do any work required before the new tenants took occupancy.

Therefore, pursuant to sections 38 & 62 of the Residential Tenancy Act I allow the landlords full claim of \$1400.00.

I also allow the landlords request for recovery of their \$100.00 filing fee.

Conclusion

I have allowed a total claim of \$1500.00, and I therefore order that the landlords may retain the full security deposit of \$700.00, and the full pet deposit of \$700.00, and I have issued a monetary order for the respondent to pay \$100.00 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: May 16, 2017

Residential Tenancy Branch