



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, MNSD, FF

### Introduction

This hearing dealt with the landlords' application pursuant to the *Residential Tenancy Act* (the Act) for:

- a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenants' security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover their filing fee for this application from the tenants pursuant to section 72.

The landlord, A.D. (the landlords) attended the hearing via conference call and provided undisputed affirmed testimony. The tenants did not attend or submit any documentary evidence. The landlords provided undisputed affirmed evidence that the tenants were served with the notice of hearing package and the submitted documentary evidence via Canada Post Registered Mail on April 13, 2017. I accept the undisputed evidence of the landlords and find that both parties have been properly served as per sections 88 and 89 of the Act.

### Issue(s) to be Decided

Are the landlords entitled to a monetary order for money owed or compensation for damage or loss and recovery of the filing fee?

Are the landlords entitled to retain all or part of the security deposit?

### Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

The landlords seek a monetary claim of \$612.50 which is for the loss of rental income which is equal to ½ months rent.

The landlords claim that a verbal offer to enter into a tenancy agreement was made with the tenants for a 1 year fixed term tenancy beginning on April 1, 2017 of the basement rental premises in exchange for a monthly rent of \$1,225.00 was made on March 19, 2017 and that the tenants' accepted and paid a security deposit of \$612.50 on March 21, 2017. The landlords stated that this is supported by the advertisement to rent the unit. The landlords provided undisputed evidence that after repeated attempts for the tenants to attend and enter into a signed tenancy agreement, the landlords were notified by the tenant's mother on March 23, 2017 via text message that the tenants no longer wished to take possession of the rental unit. The landlords stated that they immediately began contacting previous prospective tenants and re-advertising the rental unit for rent, but were unable to re-rent the premises until April 15, 2017 due to the short time period before the 1<sup>st</sup> of the month. The landlords stated that at this time prospective tenants were looking for a tenancy to begin on May 1, 2017.

The landlords seek to retain the \$612.50 security deposit to offset this claim and a monetary order for recovery of the \$100.00 filing fee.

### Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

I accept the undisputed affirmed evidence of the landlords and find that claim for the loss of rental income of \$612.50 equal to ½ of the monthly rent has been established. I find that a tenancy agreement was made between the two parties in which the tenants accepted an offer to rent the premises for \$1,225.00 per month for a 1 year fixed term beginning on April 1, 2017 and a security deposit of \$612.50 was paid by the tenants in acceptance of this offer. I also find that the tenants failed to provide proper 1 months' notice to end the tenancy and that the landlords upon being notified made reasonable attempts to mitigate any losses by contacting previous prospective tenants and re-

advertising the premises for rent. The landlords were unable to re-rent the premises until April 15, 2017 and suffered a loss of rental income of \$612.50.

I order that the landlords retain the \$612.50 security deposit in satisfaction of this claim.

As the landlords have been successful in this application, I find that the landlords are entitled to recovery of the \$100.00 filing fee.

### Conclusion

The landlords are granted a monetary order for \$100.00.

The monetary order must be served upon the tenants. Should the tenants fail to comply with the order, the order may be filed in the Small Claims Division of the Provincial Court of British Columbia and enforced as an order of that Court.

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 07, 2017

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Residential Tenancy Branch