



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPE, MNSD

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for an Order of Possession and to keep all or part of the security deposit. As this rental unit has been vacated, there is no need to consider the application for an Order of Possession. The Tenant stated that she was served with the Landlord's Application for Dispute Resolution and the Notice of Hearing.

The Landlord did not attend the hearing and the hearing proceeded in his absence, pursuant to rule 7.3 of the Residential Tenancy Branch Rules of Procedure.

Issue(s) to be Decided

Is the Landlord entitled to keep all or part of the security deposit?

Background and Evidence

The Tenant stated that:

- the tenancy was for a fixed term of six months;
- prior to the end of the fixed term the Landlord verbally informed the Tenant he did not wish to continue with the tenancy;
- the rental unit was vacated on September 01, 2017 on the basis of the Landlord's verbal notice;
- on September 01, 2017 the Tenant wrote her forwarding address on a paper and left it with the keys inside the rental unit;
- the Tenant paid a security deposit of \$350.00;
- the security deposit has not been returned; and
- the Tenant did not give the Landlord authority to retain any portion of the security deposit.

In the Application for Dispute Resolution the Landlord is seeking compensation, in the amount of \$300.00, for "loss of rent" because the rental unit was not vacated on August

31, 2017. The Landlord did not attend the hearing to explain how he suffered loss of rental income in the amount of \$300.00.

Analysis

When making a claim for damages under a tenancy agreement or the *Act*, the party making the claim has the burden of proving their claim. Proving a claim in damages includes establishing that damage or loss occurred; establishing that the damage or loss was the result of a breach of the tenancy agreement or *Act*; establishing the amount of the loss or damage; and establishing that the party claiming damages took reasonable steps to mitigate their loss.

As the Landlord did not attend the hearing to explain how he suffered loss of rental income in the amount of \$300.00, I find that the Landlord has failed to establish that he suffered a loss of this amount. I therefore dismiss this monetary claim, without leave to reapply.

As the Landlord has failed to establish the right to keep any portion of the Tenant's security deposit, I find that he must return the Tenant's security deposit, in full.

Conclusion

The Tenant has established a monetary claim, in the amount of \$350.00, which represents the return of her security deposit and I grant her a monetary Order for that amount. In the event the Landlord does not voluntarily comply with this Order, it may be served on the Landlord, filed with the Province of British Columbia Small Claims Court 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 *Act*.

Dated: April 04, 2018

Residential Tenancy Branch