



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDCL-S, FFL

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss; to retain all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

The Landlord stated that on October 16, 2017 the Application for Dispute Resolution, the Notice of Hearing, and evidence the Landlord submitted to the Residential Tenancy Branch were sent to each Tenant, via registered mail, at the service address noted on the Application. The Agent for the Landlord cited two tracking numbers that corroborates this statement.

The Landlord stated that on September 30, 2018 the Tenants informed her that they would not be moving into the rental unit and that they would be remaining in their current residence, which is the service address noted on the Application for Dispute Resolution.

In the absence of evidence to the contrary I find that these documents have been served in accordance with section 89 of the *Residential Tenancy Act (Act)*; however the Tenants did not appear at the hearing. As the Tenants were properly served with these documents, the hearing proceeded in their absence.

Issue(s) to be Decided

Is the Landlord entitled to compensation for lost revenue and to keep all or part of the security deposit?

Background and Evidence

The Landlord submitted a copy of a tenancy agreement that indicates the Landlord and the two Tenants entered into a fixed term tenancy that was scheduled to begin on October 01, 2017; that the Tenants were required to pay monthly rent of \$850.00 by the first day of each month; and that the Tenant paid a security deposit of \$425.00. The Landlord stated that this agreement was signed on September 09, 2017.

The Landlord stated that the Tenants moved some property into the rental unit prior to October 01, 2017 and that she met with the Tenants at the rental unit on September 30, 2017, at which time they were moving property out of the rental unit; and on September 30, 2017 the Tenants told her that they would not be proceeding with the tenancy.

The Landlord is seeking compensation for lost revenue for October of 2017. She stated that she advertised the rental unit during the first week of October and was able to locate a new tenant for November of 2017. She stated that she has received no rent for October of 2017.

The Landlord is seeking compensation for the costs of mailing documents to the Tenants.

Analysis

I find that the Tenants entered into a tenancy agreement with the Landlord that required them to pay monthly rent of \$850.00 by the first day of each month. I find that this fixed term tenancy was to begin on October 01, 2017.

I find that the Tenants did not comply with section 45(2) of the Act when they ended this fixed term tenancy on a date that was earlier than the end date specified in the tenancy agreement. I therefore find that the Tenants must compensate the Landlord for any losses the Landlord experienced as a result of the Tenant's non-compliance with the Act, pursuant to section 67 of the Act.

I find that the Tenants must pay \$850.00 to the Landlord for the loss of revenue that the Landlord experienced in October of 2017.

The dispute resolution process allows an Applicant to claim for compensation or loss as the result of a breach of *Act*. With the exception of compensation for filing the Application for Dispute Resolution, the *Act* does not allow an Applicant to claim compensation for costs associated with participating in the dispute resolution process. I

therefore dismiss the Landlord's application to recover mailing costs, as that is a cost associated to participating in these proceedings.

I find that the Landlord is entitled to retain the Tenants' security deposit, pursuant to section 72(2) of the *Act*.

I find that the Landlord's application has merit and that the Landlord is entitled to recover the fee for filing this Application for Dispute Resolution.

Conclusion

The Landlord has established a monetary claim, in the amount of \$950.00, which includes \$850.00 for lost revenue and \$100.00 for the fee paid to file this Application for Dispute Resolution. The Landlord will be retaining the Tenant's security deposit, in the amount of \$425.00, in partial satisfaction of the monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of \$525.00. In the event that the Tenants do not comply with this Order, it may be served on the Tenants, 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 *Residential Tenancy Act*.

Dated: May 10, 2018

Residential Tenancy Branch