



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding TRG REALTY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNRL-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 unpaid rent and to recover the fee for filing this Application for Dispute Resolution.

The Agent for the Landlord stated that on April 14, 2020 the Dispute Resolution Package and evidence the Landlord submitted to the Residential Tenancy Branch were sent to the Tenant with the initials "PW", via email. Service by email was permissible on April 14, 2020 due to the COVID-19 pandemic.

On the basis of the undisputed evidence, I accept that the aforementioned documents were properly served to the Tenant with the initials "PW", via email. The hearing therefore proceeded in his absence and the evidence was accepted as evidence for these proceedings.

The Agent for the Landlord stated that the Tenant with the initials "GS" was not served with the Application for Dispute Resolution. He was advised that he had the option of either amending this Application for Dispute Resolution by removing GS as a named Respondent or withdrawing this Application for Dispute Resolution and proceeding at a later date so that both Respondents could be properly served. He opted to amend the Application for Dispute Resolution and the Application for Dispute Resolution has been amended accordingly. Any monetary Order granted pursuant to this Application for Dispute Resolution will not name GS.

The Agent for the Landlord was given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. He affirmed that he would provide the truth, the whole truth, and nothing but the truth at these proceedings.

Issue(s) to be Decided

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

Background and Evidence

The Agent for the Landlord stated that:

- the tenancy began on December 01, 2019;
- the Tenants agreed to pay monthly rent of \$1,950.00 by the first day of each month;
- the Tenants paid a security deposit of \$975.00;
- sometime in early March of 2020, the Tenants verbally informed the Landlord of their intent to vacate the rental unit;
- the Tenants did not provide written notice of their intent to vacate;
- the Tenants provided a forwarding address, in writing, on March 25, 2020;
- the rental unit was vacated on March 25, 2020;
- the Tenants did not pay rent for April of 2020;
- the Landlord began advertising the rental unit on a popular website sometime in March of 2020;
- the rental unit was re-rented for July 01, 2020, at reduced rent;
- the Landlord is seeking to retain the security deposit of \$975.00 in compensation for the lost revenue the Landlord experienced in April.

Analysis

On the basis of the undisputed evidence, I find that the Tenants entered into a tenancy agreement with the Landlord that required the Tenants to pay monthly rent of \$1,950.00 by the first day of each month.

On the basis of the undisputed evidence, I find that the Tenants gave verbal notice of their intent to vacate the rental unit sometime in early March of 2020. I find that the Tenants did not comply with section 45(1) of the *Residential Tenancy Act (Act)* when they ended this tenancy without giving the Landlord written notice of their intent to vacate the unit on a date that is not earlier than one month after the date the landlord receives the notice and is the day before rent is due.

On the basis of the undisputed evidence, I find that the Landlord began advertising the rental unit in March of 2020 but was unable to re-rent the unit until July 01, 2020.

I find it reasonable to conclude that the late notice provided by the Tenants contributed to the Landlord's inability to re-rent the unit for April of 2020, as most people are looking at advertisements posted on, or before, the first day of each month. I therefore find that the Tenant must compensate the Landlord for lost revenue the Landlord experienced in April as a result of the late notice, pursuant to section 67 of the *Act*.

In these circumstances the Landlord has not applied for compensation for all the revenue lost in April of 2020. Rather, the Landlord is only seeking to retain the Tenants' security deposit of \$975.00. Pursuant to section 72(2) of the *Act*, I authorize the Landlord to retain the Tenants' security deposit of \$975.00 in full satisfaction of the claim for lost revenue.

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

Conclusion

The Landlord has established the right to retain the security deposit.

I grant the Landlord a monetary Order for \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution. In the event the Tenant does not voluntarily comply with this Order, it may be served on the Tenant, 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: August 19, 2020

Residential Tenancy Branch