



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Harron Investments Inc  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Introduction**

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. An Order to retain the security deposit - Section 38; and
3. An Order to recover the filing fee for this application - Section 72.

The Tenants did not attend the hearing. I accept the Landlord’s evidence that each Tenant was served with the application for dispute resolution, notice of hearing and evidence (the “Hearing Package”) by registered mail on September 9, 2022 in accordance with Section 89 of the Act. Section 90 of the Act provides that a document served in accordance with section 89 of the Act is deemed to be received if given or served by mail, on the 5th day after it is mailed. Given the evidence of registered mail I find that the Tenants are deemed to have received the Hearing Package on September 14, 2022. The Landlord was given full opportunity to be heard, to present evidence and to make submissions.

### **Issue(s) to be Decided**

Is the Landlord entitled to the monetary amount claimed?

Is the Landlord entitled to recovery of the filing fee?

### **Background and Evidence**

The tenancy started on May 1, 2021 and ended on December 1, 2021. Rent of \$1,700.00 was payable on the first day of each month. On April 30, 2021 the Landlord

collected \$850.00 as a security deposit and \$850.00 as a pet deposit. The Tenants provided their forwarding address to the Landlord on December 1, 2021. The Landlord made this application on August 23, 2022.

On November 21, 2021 the Tenants gave notice to end the tenancy on November 30, 2021. The Tenants left the unit damaged and requiring repairs that were completed mid-December 2021. The unit was advertised either mid or end-December 2021 for a monthly rental rate of \$1,800.00.

The Landlord claims rent of \$1,700.00 for the Tenants' lack of a full month's notice to end the tenancy.

### Analysis

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. This section further provides that where a landlord or tenant claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement the claiming party must do whatever is reasonable to minimize the damage or loss. Although the Tenants did not provide a full month's notice to end the tenancy given the Landlord's vague evidence of when the unit was advertised and as the Landlord sought more rent for the unit than was being paid by the Tenants, I find that the Landlord has not provided evidence of reasonable efforts taken to minimize their loss caused by the short notice. I therefore dismiss the claim for \$1,700.00 for December 2021 rent. As this claim has not met with success, I find that the Landlord is not entitled to recovery of the filing fee and in effect the Landlord's application is dismissed in its entirety.

Section 38 of the Act provides that within 15 days after the later of the date the tenancy ends, and the date the landlord receives the tenant's forwarding address in writing, the landlord must repay the security deposit or make an application for dispute resolution

claiming against the security deposit. Where a landlord fails to comply with this section, the landlord must pay the tenant double the amount of the security deposit. As the Landlord has not returned the security and pet deposits and as the Landlord's application to claim against the deposits was made several months after receipt of the forwarding address, I find that the Landlord must now pay the Tenants double the combined security and pet deposit of **\$3,400.00** plus interest of **\$12.36** on the original deposit amounts for a total amount of **\$3,412.36**.

### Conclusion

The Landlord's application is dismissed.

I grant the Tenant an order under Section 67 of the Act for **\$3,412.36**. If necessary, this order may be filed in the 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: May 16, 2023

---

Residential Tenancy Branch