



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Mainstreet Equity Corp.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FF, MNDC, MNSD

Introduction

This is an application for a Monetary Order for \$200.00 and a request to retain the full security deposit towards the claim.

The applicant(s) testified that the respondent was served with notice of the hearing by registered mail that was mailed November 15, 2011; however the respondent did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore it is my finding that the respondent has been properly served with notice of the hearing.

All testimony was taken under affirmation.

Issue(s) to be Decided

Has the applicant established a monetary claim against the respondent?

Background and Evidence

The applicant testified that:

- The respondent/tenant agreed to rent a suite in the rental property at a monthly rent of \$775.00, and paid a \$200.00 deposit to hold the unit.
- The tenant originally had stated that she would move in October 1, 2013, however she later requested a move-in date of October 15, 2013.
- They continued to hold the unit for the tenant however the tenant subsequently inform them she would not be moving in.

- As a result of the tenants decision not to move into the rental unit they have lost the full rental revenue for the month of October 2013.
- They received a letter from the tenant on October 29, 2013, requesting the return of the security deposit, which included a forwarding address.
- They believe it's unlikely that they will ever be able to collect the full lost rental revenue or filing fee from the tenant and therefore they are just requesting an order allowing them to keep the \$200.00 that was paid towards the security deposit to cover a portion of their loss.

Analysis

Is my finding that the applicants have shown that the respondent agreed to rent a unit in the rental property, and then failed to do so and as a result the landlords of lost the full rental revenue of \$775.00 for the month of October 2013.

I therefore allow the landlords request to retain the full \$200.00 that was paid towards the security deposit.

Conclusion

I hereby order that the applicant/landlords may retain the full \$200.00 that was paid by the respondent/tenant towards the security deposit on the above rental unit.

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: February 25, 2014

Residential Tenancy Branch

