



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This is an application brought by the Landlord(s) requesting an order allowing them to keep the full security deposit to cover portion of lost rental revenue.

The applicant(s) testified that the respondent was served with notice of the hearing by registered mail that was mailed on May 14, 2015 240 address supplied by the respondent; 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 and I therefore conducted the hearing in the respondent's absence.

All parties were affirmed.

Issue(s) to be Decided

The issue is whether or not the applicant has established a monetary claim against the respondent, and if so, whether or not the applicant should be allowed to retain the full security deposit.

Background and Evidence

Applicant testified that this tenancy began on November 30, 2014 with a monthly rent of \$800.00 and a \$400.00 security deposit was collected.

The applicant further testified that on April 11, 2015 the respondent/tenant gave them notice that he would be vacating the rental unit on April 30, 2015.

The applicant further stated that, as soon as they were given notice that the tenant was vacating they started advertising to attempt to re-rent the unit; however they were unable to re-rent the unit throughout the whole month of May 2015 and lost the full rental revenue of \$800.00.

The applicants are therefore requesting an order allowing them to keep the full security deposit of \$400.00 towards the lost revenue for the month of May 2015.

Analysis

It is my finding that the tenant failed to give the notice required under section 45 of the Residential Tenancy Act which states:

45 (1) A tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that

(a) is not earlier than one month after the date the landlord receives the notice, and

(b) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

In this case the tenant gave his notice on April 11, 2015 and then vacated on April 30, 2015. Any notice given in the month of April 2015 would have been valid for the end of May 2015 and therefore since the landlords were unable to re-rent the unit in the month of May 2015, the tenant is liable for any lost rental revenue and I therefore allow the landlords full claim pursuant to section 67 of the Residential Tenancy Act.

The landlords lost \$800.00 in rental revenue; however they are only asking to keep the security deposit of \$400.00 to cover a portion of their loss.

Conclusion

Pursuant to section 72(2) of the Residential Tenancy Act, I hereby Order that the landlords may retain the full security deposit of \$400.00.

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: October 20, 2015

Residential Tenancy Branch

