



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNSD, FF

Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has requested to retain the security and pet deposits and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

The landlord provided affirmed testimony that on October 6, 2016 copies of the Application for Dispute Resolution and Notice of Hearing were sent to the tenant by registered mail. A Canada Post tracking number and receipt was provided as evidence of service. The tenant sent the landlord the forwarding address after the tenancy had ended on October 1, 2016.

These documents are deemed to have been served on the fifth day after mailing, in accordance with section 89 and 90 and 90 of the *Act*; however the tenant did not appear at the hearing.

Preliminary Matters

The landlord served the tenant 30 pages of evidence, with the hearing documents. The first page of the evidence set out a claim for loss of rent revenue in the sum of \$1,600.00; equivalent to the pet and security deposits held in trust.

As the tenant was given notice of the claim for loss of revenue I find, pursuant to section 4.2 that it is reasonable to amend the application to reflect the claim for loss of revenue.

Issue(s) to be Decided

May the landlord retain the security and pet deposits in the sum of \$1,600.00 in satisfaction of the claim for loss of one months' rent revenue?

Background and Evidence

The landlord supplied a copy of the one year fixed term tenancy agreement that commenced on November 1, 2015. The tenancy was to end on November 1, 2016 and the tenancy could continue on a month to month basis. Rent was \$1,600.00 per month. A pet and security deposit in the sum of \$800.00 each was paid.

On September 15, 2016 the tenant gave notice to end the tenancy and vacated at the end of October, 2016. The landlord told the tenant if a new tenant could be located the

deposits would be returned. The landlord began to advertise and has not yet rented the unit. The landlord suffered a loss of the final month of the fixed term tenancy.

The landlord claimed against the deposits on October 6, 2016.

Analysis

In the absence of evidence to the contrary and, in the absence of the tenant who was served with notice of this hearing, I find that the landlord is entitled to retain the deposits in satisfaction of the claim. The tenant did not attend the hearing to oppose the claim.

As the landlord's application has merit I find, pursuant to section 72 of the Act that the landlord is entitled to recover the \$100.00 filing fee from the tenant for the cost of this Application for Dispute Resolution.

Based on these determinations I grant the landlord a monetary order in the sum of \$100.00. In the event that the tenant does not 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.

Conclusion

The landlord is entitled to retain the tenant's security and pet deposits in the amount of \$1,600.00 in satisfaction of the claim.

The landlord is entitled to filing fee costs.

This decision is final and binding and 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: November 25, 2016

Residential Tenancy Branch