



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNR, MNDC, MNSD, FF

Introduction

The landlord and the tenant each applied for a monetary order and an order to retain the tenant's security deposit. The applications were heard by conference call. The landlord and the tenant attended the hearing and provided oral testimony as well as submitting documentary evidence

Issue(s) to be Decided

Is the tenant entitled to a monetary order in the amount claimed or some other amount?

Is the landlord entitled to a monetary order for loss of rental income?

Background and Evidence

The rental unit is one of two suites in the lower part of the landlord's house in Kamloops. The landlord lives in the upstairs portion of the house. The tenancy began May 1, 2010. Monthly rent was \$700.00 and the tenant paid a \$350.00 security deposit. The tenant testified that he rented the unit in May after he broke up with his wife. He was loaned some furniture, including a television by friends, including J.B. who lived in the other rental unit in the landlord's house.

The tenant and his wife resumed their relationship; the tenant moved back to live with her and in the second week of August the tenant gave the landlord verbal notice that he was moving out immediately. No written notice was given. The tenant's rent was paid up to the end of August. The landlord testified that the tenant agreed that he could show the rental unit to prospective renters without notice to him.

The landlord testified that his other tenant J.B. asked to be let into the rental unit to get a television loaned to the tenant with other furniture. The landlord allowed J.B. to retrieve the television. Subsequently the landlord learned that Mr. T.H., J.B.'s estranged partner claimed ownership of the television.

The tenant applied for a monetary order on September 2, 2010. He claimed payment of the sum of \$350.00 as compensation for what he claimed was the landlord's unlawful entry into the rental unit and for the television that he valued at \$150.00.

The landlord has claimed for loss of revenue in the amount of one half month's rent. He provided evidence to show that he immediately advertised the unit for rent after receiving the tenant's verbal Notice. The first ad was placed on August 20, 2010, but the landlord did not succeed in re-renting the unit until September 15, 2010.

Analysis and conclusion

The tenant acknowledged at the hearing that no claim has been made against him for the television. He agreed that there was a dispute between the estranged couple, J.B. and T.H. as to ownership of the television. The landlord accepted J.B.'s assertion of ownership and allowed her to take possession of the television. No monetary loss has been suffered by the tenant and his claim for compensation is dismissed without leave to reapply. The tenant did not give one month's notice in writing to end the tenancy. I



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find that the landlord acted promptly to advertise in order to mitigate his damages and was successful in re-renting for part of September. I award the landlord loss of revenue for two weeks in the amount of \$350.00. The landlord is entitled to recover the \$50.00 filing fee for a total award of \$400.00. I order that the landlord retain the security deposit of \$350.00 in partial satisfaction of the award and I grant the landlord an order under section 67 for the balance of \$50.00. This order may be registered in the Small Claims Court and enforced as an order of that court.

Dated: January 06, 2011.
