



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MND, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order to retain the security deposit. The landlord participated in the conference call hearing and the tenant did not. The hearing was originally convened on September 30 and the landlord was disconnected from the call. The claim was dismissed with leave to reapply and the landlord successfully reviewed the decision and was granted a new hearing. The Residential Tenancy Branch sent notices of hearing to each of the parties advising of the time and date of the new hearing. I was satisfied that the tenant had notice of the claim and of the hearing and the hearing proceeded in his absence.

At the hearing the landlord advised that the tenant vacated the unit on June 29, the same day he filed his application for dispute resolution. As an order of possession is no longer required, I consider that claim to have been withdrawn.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The landlord testified that in late June, he served the tenant with a 2 month notice to end tenancy for landlord's use of property. On or about June 29, the tenant became violent toward the landlord, the landlord called the police and the police forced the tenant to move out of the rental unit. The landlord testified that he tried to re-rent the unit but was unable to do so for the months of July and August. The landlord seeks to recover 2 months of lost income at a rate of \$450.00 per month.

Analysis

By his own admission, the landlord had served the tenant with a 2 month notice to end tenancy, pursuant to which the tenant would not have been required to pay rent in the month of August as he would have been entitled to receive one month's free rent. In order to recover lost income for the month of July, the landlord bears the burden of proving that he attempted to re-rent the unit. The landlord presented no evidence such as copies of advertisements to corroborate his verbal testimony and in the absence of such evidence, I am not satisfied that the landlord acted reasonably to minimize his losses. For these reasons I find that the tenant cannot be held liable for the income lost for the months of July and August and I dismiss the claim.

Conclusion

The claim is dismissed.

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: November 09, 2011

Residential Tenancy Branch