



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR MNDC FF

Introduction

This hearing dealt with an application by the landlord for a monetary order for lost revenue. The landlord and both tenants participated in the conference call hearing.

I have reviewed all evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The tenancy began in October 2010 as a one-year fixed-term tenancy. Rent in the amount of \$1100 was payable in advance on the first day of each month. The tenancy ended on February 28, 2011.

Evidence of the Landlord

The tenants had a one-year lease, but they broke the lease. Around the first week of February 2011, the tenants gave verbal notice that they would be moving out by the end of February. As soon as the landlord knew the tenants were moving out, he hired a property manager to re-rent the property. The landlord submitted a letter from the property manager, which states that they started advertising the rental unit in various locations starting January 28, 2011, and on April 12, 2011 they were able to find a new tenant beginning May 1, 2011. The landlord has claimed lost revenue for March and April 2011, in the amount of \$2200.

The landlord did not submit a copy of the tenancy agreement as evidence. Nor did the landlord submit copies of any of the ads or further information about the ads, including

the amount of rent or whether the landlord attempted to re-rent sooner by reducing the rent.

Tenants' Response

The tenants acknowledged that they broke their lease, and that they did not give written notice of their intention to vacate. The tenants broke the lease because the rental unit was in an unsafe neighbourhood. The police attended the neighbourhood four times in the five months that the tenants lived there. The tenants called the landlord twice to tell him about their safety concerns and problems with the tenants living above them. The car window of one of the tenants was smashed in. The tenants decided to move out.

Analysis

When a tenant ends a tenancy before the end of a fixed term, the tenant may be responsible for the lost revenue if the landlord is unable to re-rent the unit. However, the landlord has a duty to take all reasonable steps to re-rent the unit as soon as possible. Further, an applicant for dispute resolution must provide sufficient evidence to support their claim.

In this case, I find that the landlord did not provide sufficient evidence to support his claim. The landlord claimed lost revenue based on a fixed-term tenancy agreement but did not submit a copy of the agreement as evidence. Further, the landlord failed to provide sufficient evidence that he took all reasonable steps to re-rent the unit as quickly as possible. The landlord is therefore not entitled to the lost revenue claimed.

As the landlord's claim was unsuccessful, he is not entitled to recovery of the filing fee for the cost of his application.

Conclusion

The landlord's application 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 16, 2011.

Residential Tenancy Branch