



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNR, MNSD

Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request for a monetary order in the amount of \$1100.00 and a request to retain the full security/pet deposit of \$600.00 towards the claim. The applicant is also requesting recovery of the \$50.00 filing fee.

Background and Evidence

The applicant states that:

- The tenant did not give the proper notice required under the Residential Tenancy Act.
- The tenant gave notice on November 15, 2011 stating they would vacate on December 15, 2011.
- The notice is therefore self-correcting to December 31, 2011.

- The tenant vacated November 30, 2011 but refuses to pay any rent for December 2011.
- They attempted to re-rent the unit but were unable to do so for the month of December 2011 and therefore lost the full rental revenue of \$1100.00.

The respondent states that:

- She felt she had to move for safety reasons.
- The boyfriend of a friend of one of the other tenants in the rental property assaulted her boyfriend and as a result they did not feel it was safe to continue living at this rental property.
- They had informed the landlord of the assault however the landlord did not appear to be taking any action and therefore they made the decision to move.
- They called the police however as far as they know there is no police report and no charges were ever laid.

Analysis

It is my decision that the tenant is liable for the lost rental revenue for the month of December 2011.

The tenant states that she felt she had to move for safety concerns because the landlord was not taking any action after she reported an alleged assault; however it is my decision that the tenant has not met the burden of proving who instigated the altercation.

It would not have been reasonable for the landlord to evict the other tenant in the rental property solely on the unproven allegations of the respondent.

Further even if the landlord had taken steps to evict the other tenant, that would have required a one month Notice to End Tenancy, which would not have ended the tenancy

until December 31, 2011, well past the time at which the respondent felt it necessary to vacate.

Conclusion

I have allowed the landlords full claim of \$1100.00 and also award the \$50.00 filing fee.

I therefore order that the landlord may retain the full security/pet deposit of \$600.00 and have issued a monetary order in the amount of \$550.00.

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: February 14, 2012.

Residential Tenancy Branch