



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

Some written arguments have been submitted 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 an application for a Monetary Order for \$500.00 and a request for recovery of the \$50.00 filing fee. The applicants are also requesting an Order to keep the full security deposit towards the claim.

Background and Evidence

The applicant's testified that:

- The tenant gave no Notice to End Tenancy whatsoever and vacated on January 24, 2013.
- They did not hear from her until January 31, 2013 when she returned the keys.

- Due to the lack of notice they were unable to re-rent the unit for the month of February 2013 and lost the full rental revenue of \$500.00.
- They are therefore requesting an Order to keep the full security deposit of \$250.00 towards the claim, and request a Monetary Order be issued for the remaining \$250.00 plus the \$50.00 filing fee for a total of \$300.00.

The respondent's agent/mother testified that:

- The tenant moved without proper notice because she did not feel safe living in a rental unit where the landlords had access to the common area.
- She had applied for dispute resolution to get an Order to change the locks, however she realized she would not be able to get the locks put on the rental unit and therefore she decided to vacate the rental unit.
- The breaking point was when the landlord served his response documents for her application for dispute resolution, as she felt traumatized when the landlord close the door very loudly.

Analysis

It is my decision that I will allow the landlords claim for lost rental revenue for the month of February 2013 and recovery of the \$50 filing fee.

The tenant failed to give the required one clear month Notice to End Tenancy, and in fact vacated without any Notice to End Tenancy.

The tenant claims that she moved without notice due to feeling unsafe with the landlords having access to the common area; however the tenant had already applied for dispute resolution to have the locks changed on the rental unit, but moved instead of waiting for that hearing.

Had the tenant waited for the hearing, the issue regarding the locks may well have been resolved.

The tenant has not established reasonable grounds for vacating the rental unit without the proper Notice to End Tenancy.

Conclusion

I allow the landlords full claim of \$550.00 and I therefore Order that the landlords may retain the full security deposit of \$250.00 and have issued a Monetary Order in the amount of \$300.00.

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: April 29, 2013

Residential Tenancy Branch

