



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This hearing dealt with an application by the Landlord for an order for loss of rent for one month arising from the Tenant not giving a correct Notice to End Tenancy, and to recover the filing fee for the cost of the Application.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

Issues(s) to be Decided

Did the Tenant breach the tenancy agreement or Act, entitling the Landlord to compensation of one month of rent?

Background and Evidence

This tenancy began in February of 2014, with the parties entering into a written tenancy agreement. Although no copy of the tenancy agreement was entered into evidence, the Landlord and the Tenant agreed that rent was \$600.00 a month, payable on the last day of each month. The Tenant paid the Landlord a security deposit of \$300.00 and a pet damage deposit of \$300.00.

On or about June 15, 2014, the Tenant sent the Landlord a text message informing him she was leaving the rental unit at the end of June 2014.

The Landlord claims the Tenant did not give him a Notice to End Tenancy as required under the Act.

The Tenant testified she left the rental unit because she felt the property manager was invading her privacy because he began showing the rental unit to prospective renters.

The Tenant testified that she was uncomfortable with people coming to look at the rental unit. She testified her mother advised her to move out.

Analysis

Based on the above, the evidence and testimony, and on a balance of probabilities, I find that the Tenant breached the Act by ending the tenancy without authority to do so.

The tenancy agreement is a binding legal contract which both parties must abide by. In British Columbia a tenancy may only end if done so in accordance with the Act.

Under section 45 of the Act the Tenant was required to give the Landlord a notice to end the tenancy on a date not earlier than one month after the date the Landlord receives the notice. Furthermore, the Notice to End Tenancy must be signed by the Tenant. In this case, a text message does not comply with the Act, and more importantly, the Tenant did not give the Landlord the required one month of notice.

If the Tenant felt the Landlord's property manager was in breach of a material term of the tenancy agreement, she could have written to the Landlord with a request to correct the breach and then provide a reasonable time to do so. If the Landlord or the property manager did not comply, the Tenant could have made an application to compel the Landlord to comply with the Act or to end the tenancy.

Here the Tenant had no authority under the Act to end the tenancy. Therefore, as the Tenant breached the tenancy agreement and the Act by ending the tenancy without authority to do so, I find the Landlord is entitled to compensation of one month of rent.

Therefore, I find that the Landlord has established a total monetary claim of \$650.00, comprised of \$600.00 for one month rent, and the \$50.00 fee paid by the Landlord for this application. The Landlord agreed he would keep the deposits paid and would waive the filing fee, and therefore, I find the Landlord's claims have been completely satisfied by allowing him to keep the deposits paid by the Tenant.

This decision is final and binding on the parties, except as otherwise provided under the Act, and 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: December 18, 2014

Residential Tenancy Branch

