



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, MNDC, MNSD, O, OLC, RP, MNR

### Introduction

This decision deals with two applications for dispute resolution, one brought by the tenant(s), and one brought by the landlord(s). Both files were heard together.

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing.

I have given the parties the opportunity to present all relevant evidence, and to give oral testimony, 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

On the tenants application the issue is whether or not the tenant has established monetary claim against landlord, and on the landlords application the issue is whether or not the landlord has established monetary claim against the tenant.

The deciding issue for both these claims will be whether or not the tenant had the right to end the tenancy early.

### Background and Evidence

This tenancy was to begin on June 15, 2014, for a fixed term ending December 31, 2014, and with a monthly rent of \$1400.00

On June 18, 2014, the tenant informed the landlord that he would not be moving into the rental unit if certain deficiencies were not corrected.

On June 20, 2014, the tenant informed the landlords by phone that he believed the tenancy agreement had been breached, and he would not be moving into the rental unit.

The tenant stated during the hearing that he did not send the landlord any written notification of his alleged breach of the tenancy agreement.

The tenant is claiming damages against the landlord for, what he considers to be, a breach of the tenancy agreement.

The landlord is requesting an order allowing her to keep the full security deposit of \$700.00 to cover lost rental revenue and excess costs that resulted from the tenant failing to move into the rental unit.

The landlord further stated that there were some alleged deficiencies pointed out to her agent; however her agent was in the process of rectifying those deficiencies, and would have done so within a reasonable timeframe, however the tenant refused to move into the rental unit.

The landlord further stated that she does not believe there was a breach of a material term of the tenancy agreement, and if there was, they were not given any reasonable time to rectify the situation.

### Analysis

It is my finding that the tenant did not have reasonable grounds to end this tenancy early.

Sections 45(1) & (3) of the Residential Tenancy Act state:

#### **Tenant's notice**

**45** (1) A tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that

(3) If a landlord has failed to comply with a material term of the tenancy agreement and has not corrected the situation within a reasonable period after the tenant gives written notice of the failure, the tenant may end the tenancy effective on a date that is after the date the landlord receives the notice

In this case however the tenant has admitted that he never gave the landlord written notice of the alleged breach.

Further, even if the tenant gave verbal notice to the landlord of an alleged breach, it is my finding that they tenant did not give the landlord a reasonable period of time to rectify these alleged problems.

I therefore will not allow the tenants claim for damages against the landlord, and I will allow the landlords request to retain the full security deposit, as the landlord has shown that she had lost rental revenue and other costs that resulted from the early end of the tenancy, that exceed the amount of the security deposit held.

I also allow the landlords request for recovery of her \$50.00 filing fee.

### Conclusion

The tenant's application is dismissed in full without leave to reapply.

I order the landlord may retain the full security deposit of \$700.00, and a mission an order for the tenant to pay \$50.00 to the landlord to cover her filing fee.

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 24, 2015

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Residential Tenancy Branch

