



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes MNDC

This hearing dealt with an application by the tenant for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on June 6, 2015, the landlord did not participate in the conference call hearing. The tenant gave affirmed evidence.

### Issue to be Decided

Is the tenant entitled to a monetary order as claimed?

### Background, Evidence

The tenants' testimony is as follows. The tenancy began on April 30, 2015 and ended on May 6, 2015. The tenants were obligated to pay \$850.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$425.00 security deposit which the tenant advises has been returned. The tenant stated that on May 3, 2015 he gave the landlord notice that he would move out by May 6, 2015. The tenant is seeking the return of rent and expenses incurred in the amount of \$753.22.

### Analysis

The tenant stated that he ended the tenancy due to "negative energy" but did not offer any further information or documentation to support that position. As the tenant is the applicant they bear the responsibility of proving their claim. Section 45 of the Act addresses the issuing of a tenant ending a tenancy as follows:

### **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
- (a) is not earlier than one month after the date the landlord receives the notice, and
  - (b) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.
- (2) A tenant may end a fixed term tenancy by giving the landlord notice to end the tenancy effective on a date that
- (a) is not earlier than one month after the date the landlord receives the notice,

(b) is not earlier than the date specified in the tenancy agreement as the end of the tenancy, and

(c) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

(3) If a landlord has failed to comply with a material term of the tenancy agreement or, in relation to an assisted or supported living tenancy, of the service 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.

(4) A notice to end a tenancy given under this section must comply with section 52 [*form and content of notice to end tenancy*].

The tenant did not provide any evidence that the landlord failed to comply with a material term of the tenancy and in the tenant's own testimony, he acknowledged and advised that he only provided three days' notice to end the tenancy. Based on the testimony provided by the tenant, I find the tenant was in breach of Section 45 and therefore is not entitled to any monetary compensation.

The tenant has not been successful in their application.

#### Conclusion

The tenants' application is dismissed in its entirety.

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 10, 2015

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Residential Tenancy Branch

