



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNR; FF

Introduction

This is the Landlords' Application for Dispute Resolution seeking a Monetary Order for unpaid rent; and to recover the cost of the filing fee from the Tenant.

The parties gave affirmed testimony at the Hearing.

I determined that the Tenant was served with the Notice of Hearing documents and copies of the Landlords' documentary evidence by registered mail.

Issue to be Decided

- Are the Landlords entitled to a monetary award for unpaid rent for the month of June, 2015?

Background and Evidence

This tenancy began on August 1, 2013. Monthly rent was \$1,000.00, due on the first day of each month. The Tenant paid a security deposit in the amount of \$500.00, which was returned to the Tenant on June 25, 2015.

The Landlords testified that the tenancy agreement includes a "no smoking" clause and that they discovered that the Tenant was smoking. The Landlords stated that they spoke to her on May 8, 2015, and reminded her that there was no smoking allowed. The Landlords said that on May 24, 2015, the Tenant told them that she was moving out of the rental unit, which she did on May 31, 2015. The Tenant did not pay rent for June, 2015. The Landlords submitted that the Tenant did not give due notice to end the tenancy and therefore, they seek a monetary award for unpaid rent in the amount of \$1,000.00. The Landlords advised that they would waive their request to recover the cost of the filing fee from the Tenant.

The Tenant stated that she never smoked in the rental unit or on the property. She testified that the female Landlord called her on May 8, 2015, and told the Tenant that

she saw her friend smoking on the street. The Tenant testified that the female Landlord told her that she “didn’t like my life style” when she saw the Tenant holding hands with her girlfriend. The Tenant stated that she couldn’t believe people still had such beliefs in the 21st century and that she felt she had to move out because of the Landlords’ attitude. The Tenant testified that she phoned the Landlords on May 22, 2015, to tell them that she would be moving out “at 9:30”. The Tenant stated that she felt devastated and that she had wanted to live in the rental unit for at least 5 years.

The Landlords denied making any such remark.

Analysis

Based on the testimony of both parties, I find that the Landlords have established their claim for unpaid rent for the month of June, 2015.

Section 44 of the Act provides the only ways that a tenancy ends. Section 45 of the Act provides the ways in which a tenant may end a tenancy. In this case, I find that the Tenant ended the tenancy without due notice and that the Landlords suffered a loss as a result of the Tenant’s breach of the Act. Therefore, I hereby provide the Landlords with a Monetary Order in the amount of \$1,000.00.

Conclusion

I hereby provide the Landlords with a Monetary Order in the amount of **\$1,000.00** for service upon the Tenant. This Order may be filed in the Provincial Court of British Columbia (Small Claims) and enforced as an Order of that Court.

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: December 18, 2015

Residential Tenancy Branch

