



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MND, FF

Introduction

The landlords apply for a monetary award for unpaid rent and for damages for cleaning and repair of the suite after the tenant left.

At hearing it was determined that the landlords had not provided the tenant with particulars of what they claimed needed cleaning or repair, nor with any detail of any costs incurred in cleaning or repairing. Their application for damages for cleaning and repairing is therefore dismissed, with leave to re-apply.

All parties attended the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

Issue(s) to be Decided

Does the relevant evidence presented during the hearing show on a balance of probabilities that the landlords are entitled to rent?

Background and Evidence

The rental unit is a one bedroom basement suite in the landlords' home.

The tenancy started March 10, 2015 for a fixed term ending March 10, 2016. The monthly rent was \$790.00, due on the tenth of each month. The landlords hold no deposit money.

During the summer of 2015, the tenant requested to end the tenancy before the end of the fixed term. Mr. F.J. testifies that he agreed but that the tenant had to give one month's notice.

By letter dated August 24, 2015, the tenant gave the landlords notice to end the tenancy September 30th.

The tenant vacated the premises on September 4th. The key was returned to the landlords either in the evening of September 4th or the next day.

The tenant paid rent in full on August 10th but no rent after that.

The landlords claim the rent that was due September 10th.

The tenant says that on August 10th the landlords or one of them attacked and assaulted her mother, who was visiting. She says her mother suffered a heart attack and hypertension as a result and so she had to leave before September 30th.

The tenant also says the landlords entered her premises without permission and without notice. No dates were given.

The landlords deny any assault or attack.

Analysis

I find that the landlords acceded to the tenant ending the tenancy before the expiry of the fixed term and that the tenant was required to give one month's notice to do so.

The tenant's notice, given August 24th, could only be effective, at the earliest, at the end of the following rental pay period (*Residential Tenancy Act*, s. 45). That would have been October 9, 2015. The tenant was therefore responsible to pay the \$790.00 rent due September 10th. That responsibility continued whether she continued to occupy the premises or not.

The tenant has not established that the landlords gave her good cause to end the tenancy even earlier. The alleged assault occurred August 10th, the tenant's notice was given two weeks later. Had a serious assault occurred, causing the tenant to leave early, it is reasonable to conclude that she would not then have given one month's notice to end the tenancy.

The allegation of wrongful entry by a landlord, if proved, may justify an order restricting the landlord from entering or even an order authorizing a tenant to change the locks on a rental unit. The tenant has not proved the landlord entry here or that it was so extreme as to justify early termination of the tenancy.

Conclusion

The landlords are entitled to recover the \$790.00 rent due September 10. I also award them recovery of the \$50.00 filing. They will have a monetary order against the tenant in the amount of \$840.00.

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: March 08, 2016

Residential Tenancy Branch

