



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, O, FF

### Introduction

This is an application brought by the tenant requesting a monetary order in the amount of \$11,828.00.

A substantial amount of documentary evidence, digital evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give evidence orally.

All testimony was taken under affirmation.

### Issue(s) to be Decided

The issue is whether or not the applicant has established monetary claim against the respondent, and if so in what amount.

### Background and Evidence

The parties agree that this tenancy was to begin on September 5, 2016, with a monthly rent of \$1300.00.

On September 3, 2016 the landlord sent an e-mail to the tenant indicating that they no longer wanted to move forward with the tenancy, however the parties also agree that the landlord never served the tenant with a valid Notice to End Tenancy.

In response to the landlords e-mail the tenant had initially sent an e-mail and replied, stating that the tenancy agreement is still valid, and she expected to move in on Monday (which would have been September 5, 2016)

On September 4, 2016, however, the tenant subsequently sent an e-mail to the landlords stating she had thought it over, and she no longer wanted to reside in the place as she felt she was not welcome.

The tenant is now claiming \$11,828.00 in damages that she alleges resulted from the breach of the tenancy agreement.

The landlords are disputing the full claim, claiming that this tenancy was ended by mutual agreement, one day before the tenant was due to move into the rental unit, and that at no time did they ever refuse her the right to move into the rental unit.

### Analysis

I reviewed all the evidence provided by both the landlords and the tenant in this matter and it is obvious that, in the lead up to the date at which the tenancy was to start, there was some tension building up between the parties, however, although the tenant believes the tension was all caused by the landlord, it is my finding that it was not all one-sided, and, in fact, some of the tension was a result of the tenant misunderstanding text messages sent by the landlord.

Further, it is my finding that the tenant was not forced out of this tenancy, and, in fact, the tenant had agreed to not move into the rental unit, one day before the tenancy was to even begin.

It is obvious from an e-mail sent by the tenant that she knew that her tenancy agreement was valid, and she did have the right to move into the unit on September 5, 2016, and yet she chose, on September 4, 2016 to not move into the rental unit, and requested the return of her security deposit, which was subsequently returned by the landlords.

It is also obvious, from the tenant's e-mail, that she was aware of her right to receive a proper Notice to End Tenancy from the landlords, and it is my decision that if she chose to vacate without receiving that proper notice, she does not have the right to claim for costs she incurred as a result of that choice.

Further, although the tenant claims that the landlord's refusal to supply keys to the rental unit meant that the landlord had breached the tenancy agreement, it is my finding that, since the tenancy was not due to start until September 5, 2016, the landlord was not required to supply keys until that date.

It is my decision therefore that the tenant has not shown that the landlords had stopped this tenancy from going forward, and I find that this tenancy actually ended by mutual agreement of all parties involved.

### Conclusion

This application is dismissed in full without leave to reapply.

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 29, 2017

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Residential Tenancy Branch