



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

In the first application the landlord seeks to recover \$1200.00 of rent for the month of January 2018. In the second application the tenants seek recovery of a \$600.00 security deposit.

It was agreed at hearing that the tenants had applied for and recovered an award for the security deposit (see related file noted on cover page of this decision) and that they have a monetary order against the landlord issued in August 2018 in the amount of \$1400.00, still outstanding in full. Their application today is therefore dismissed.

The listed 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

Are the tenants liable for the January 2018 rent?

Background and Evidence

The rental unit is a three bedroom portion of a four-plex. The tenancy started October 1, 2017. The rent was \$1200.00.

The tenants vacated on or about December 28, 2018. They did not provide the landlord with a written notice to end their tenancy nor did they give the landlord more than three or four days notice.

The tenants moved out because they felt threatened by the tenants living below them. There had been a recent altercation involving the police. Mr. J.V. was going out of town and Ms. L.W. felt it was unsafe to stay.

The tenant Mr. J.V. says that on December 28 the landlord was in hospital but that her husband came in and conducted a move-out inspection with them and discussed the security deposit. It appears he did not mention the January rent.

The landlord says that her husband had no authority to resolve any rent issues and that the tenants vacate without proper notice. She says she advertised for new tenants immediately as she told the tenants she would, but did not find a replacement tenant until February. She wants the January rent.

Analysis

I find for the landlord. The tenants were obliged to provide one month's notice in writing under s. 45 of the *Residential Tenancy Act* and the landlord did nothing to warrant the tenants' repudiation of the tenancy. The problem the tenants say they faced was caused by the neighbours not the landlord.

I award the landlord the \$1200.00 January rent plus recovery of the \$100.00 filing fee.

Conclusion

The landlord's application is allowed and she is awarded \$1300.00. I direct that this amount be offset against the tenants' monetary order and I declare that the amount of \$100.00 remains unpaid on that monetary order as of this day.

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: January 18, 2019

Residential Tenancy Branch