



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC FF

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to recover the filing fee for this application pursuant to section 72.

The hearing was conducted by conference call. All named parties attended the hearing and were given a full opportunity to provide affirmed testimony, to present evidence and to make submissions. There were no issues raised with respect to service of the application and evidence on file.

### Issues

Is the tenant entitled to reimbursement for moving costs and the filing fee for this application?

### Background and Evidence

The tenancy began on July 1, 2016 and was for a 6 month fixed term set to end on December 31, 2016. On July 15, 2016 the tenant served the landlord with a written notice to end the tenancy effective July 31, 2016. The tenant moved out on July 31, 2016.

The tenant is claiming the landlord breached the tenancy agreement forcing her to move out which resulted in her incurring moving expenses. The tenant is claiming moving costs in the amount of \$3500.00. The tenant testified that the landlord's wife was complaining about an incident of noise from a vehicle in the driveway on the night of July 6, 2016. The tenant further alleges that the landlord's wife informed her that she

is terminally ill and that the unit should not have been rented in the first place. The tenant also alleges various repair concerns were not addressed by the landlord.

The landlord testified that they do not know why the tenant moved out and that they never asked her to move out instead it was the tenant that gave them notice to end the tenancy.

### Analysis

As per section 45 of the Act, a tenant may not end a fixed term tenancy earlier than the date specified in the tenancy agreement as the end of the fixed term unless the landlord has breached a material term of the tenancy agreement.

Residential Tenancy Policy Guideline #8, Unconscionable and Material Terms, provides the following guidance:

In order to end a tenancy for a breach of a material term, the party alleging the breach must inform the other party in writing of the following:

- that there is a problem;
- that they believe the problem is a breach of a material term of the tenancy agreement;
- that the problem must be fixed by a deadline included in the letter, and that the deadline be reasonable; and
- that if the problem is not fixed by the deadline, the party will end the tenancy.

I find the tenants have failed to notify the landlord in writing of any alleged breach; failed to provide the landlord with a reasonable opportunity to correct the alleged breach; and failed to notify the landlord that they would end the tenancy if the problem was not fixed by the stated deadline.

I find the tenant has provided no evidence of being forced to move out by the landlord rather the tenant provided notice to end the tenancy on her own accord. The landlord is not responsible for the tenant's moving costs.

### Conclusion

The tenant's application is dismissed 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: May 02, 2019

---

Residential Tenancy Branch