



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, FF, MNDC

Introduction

This decision deals with two applications for dispute resolution, one brought by the tenant, and one brought by the landlord(s). Both files were heard together.

The landlord's application is a request for a monetary order for \$750.00 and recovery of the \$50.00 filing fee, for a total of \$800.00. The landlord is also requesting an order to keep the full security deposit of \$375.00 towards the claim.

The tenant's application is a request for a monetary order for \$735.00 which represents the return of her full security deposit of \$375.00, and a request for payment of her moving costs of \$360.00.

Some documentary evidence, photo evidence, and written arguments have been submitted by the parties prior to the hearing.

I have given the parties the opportunity to present all relevant evidence, and to give oral testimony, and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

The issue is whether or not the landlords or the tenant have established monetary claim against the other and if so in what amount.

Background and Evidence

This tenancy began on July 1, 2014 with a monthly rent of \$750.00, and a security deposit of \$375.00 was collected.

On August 29, 2014 the tenant was served with a one-month Notice to End Tenancy for cause. The tenant filed no dispute of that notice.

The tenant subsequently vacated the rental unit on September 4, 2014 without paying the September 2014 rent.

The landlord is arguing that the tenant failed to give the required one clear month Notice to End Tenancy and as a result she lost the full rental revenue for the month of September 2014, and is therefore requesting that the tenant be held liable for that lost rental revenue.

The tenant is arguing that she should not be held liable for the September 2014 rent because the landlord verbally agreed to allow her to leave earlier without any penalty.

The tenant is further arguing that she was forced to vacate early due to ongoing harassment and interference from the landlord, the landlord's mother, and the tenants above her. The tenant therefore believes the landlord should be returning her full security deposit and also paying her moving costs.

In response to the tenant's allegations the landlord stated that there was no ongoing harassment and interference, and in fact it was the tenant that was causing the

problems of the rental property and that's why she was served with the one-month Notice to End Tenancy which she never disputed.

The landlord further stated that she never told the tenant she could vacate the rental unit early without proper notice and without paying any further rent.

Analysis

The burden of proving a claim lies with the applicant and when it is just the applicant's word against that of the respondent that burden of proof is not met.

In this case, although the tenant claims she suffered ongoing harassment and interference, she has provided insufficient evidence to support that claim, and in fact it is just her word against that of the landlord, and therefore she has not met the burden of proving that claim.

Therefore it's my finding that the tenant did not have the right to vacate the rental unit without giving the required notice, nor does the tenant have a claim for moving costs.

Further, although the tenant claims the landlord told her she could move without paying any further rent, again it is just her word against the landlords.

The landlord however does have a valid claim for lost rental revenue since the tenant did not give the one clear month Notice to End Tenancy required under section 45 of the Residential Tenancy Act, and as a result the landlord lost the full rental revenue for the month of September 2014.

I therefore will be allowing the landlords full claim for that lost rental revenue and recovery of her filing fee.

Conclusion

The tenant's application is dismissed in full without leave to reapply.

I have allowed the landlords full claim of \$800.00 and I therefore Order that the landlord may retain the full security deposit of \$375.00, and I have issued a Monetary Order for the tenant to pay \$425.00 to the landlord.

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: April 28, 2015

Residential Tenancy Branch

