Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing

DECISION

Introduction

This hearing dealt with the Landlord's February 29, 2024 Application for Dispute Resolution under the *Residential Tenancy Act* (the "*Act*") for:

- compensation for unpaid rent
- compensation for damage in the rental unit
- compensation for monetary loss/other money owed
- authorization to retain all/part of the security deposit
- recovery of the filing fee for this Application.

In this hearing I also dealt with the Tenant's March 1, 2024 Application for the return of the security deposit, compensation related to a specific term in the agreement, and recovery of their Application filing fee.

The Tenant and the Landlord attended the scheduled hearing.

Preliminary Matter: Landlord's Service of Notice of Dispute Resolution Proceeding and evidence

I find the Landlord served the Notice of Dispute Resolution Proceeding and their prepared evidence via registered mail. This was on March 8, 2024 as shown in the Landlord's records for this hearing. This was to the forwarding address provided by the Tenant after the tenancy ended.

The Landlord served another package of evidence to the Tenant on May 22, 2024, in order to correct certain aspects of their claim for compensation. They also used registered mail for this purpose to the Tenant.

The Tenant in the hearing confirmed they received both of these pieces from the Landlord. On this basis, I conclude the Landlord correctly served information for the hearing, as well as prepared evidence, in correct fashion as required.

Preliminary Matter: Tenant's service of Notice of Dispute Resolution Proceeding and evidence

After receiving hearing information associated with their Application on March 5, 2024, the Tenant served the Notice of Dispute Resolution Proceeding to the Landlord via registered mail on March 8. The Tenant provided proof of this in the form of a registered mail receipt. The Landlord verified this transaction in the hearing.

The Tenant provided evidence in line with their Application to the Residential Tenancy Branch on May 5, 2024. The Landlord acknowledged receipt of this in the hearing, and referred to specific pieces thereof. From this, I conclude the Tenant correctly provided evidence to the Landlord as required.

Preliminary Matter: amendment to Tenant's Application

The Tenant applied for compensation related to a fixed-term tenancy agreement, with a requirement to vacate at the end of the fixed term. On my review of the tenancy agreement, there was no requirement for the Tenant to vacate at the end of the fixed term; rather, the agreement is clear that the arrangement would revert to a month-to-month tenancy after the end of the initial fixed term. For this reason, I withdraw this piece of the Tenant's Application, without leave to reapply.

In the signed May 26 Monetary Order Worksheet that the Tenant provided as evidence, they listed two claims that are related to a landlord ending a tenancy for renovations only. This is a specific issue; however, the Tenant did not specify this correctly on their Application. I have amended the Tenant's Application and listed the issue separately below.

I have also amended the Tenant's Application to add another issue not indicated by the Tenant, though more appropriate to what they present as a claim for compensation, for monetary loss/other money owed. That is also listed below.

My amendments to the Tenant's Application, completed in order to facilitate a more logical analysis of what the Tenant presented for compensation, are authorized by s. 64(3)(c) of the *Act*.

Issues to be Decided

a. Is the Landlord entitled to compensation for unpaid rent?

b. Is the Landlord entitled to compensation for monetary loss/other money owed?

c. Is the Landlord entitled to recover the filing fee for this Application?

d. Is the Landlord entitled to retain all/part of the security deposit?

e. Is the Tenant entitled to recovery of the security deposit?

f. Is the Tenant entitled to compensation related to an end-of-tenancy notice served to them by the Landlord?

g. Is the Tenant entitled to compensation for monetary loss/other money owed?

h. Is the Tenant entitled to recover the filing fee for this Application?

Background and Evidence

I have reviewed all evidence, including the testimony of the parties. I will refer only to what I find relevant to my decision.

The Landlord and Tenant each provided a copy of the tenancy agreement. This shows the tenancy starting on August 17, 2023, and set to end on August 31, 2024. The agreement specifies that it will continue on a month-to-month basis after the conclusion of the fixed term.

The set amount of rent in the agreement was $3,300. The Tenant paid a security deposit of $1,650.

The Landlord provided a complete condition inspection report, showing that the Landlord together with the Tenant inspected the rental unit at the start of the tenancy.

The Tenant pointed to the final page of this document which shows the notation: “If the landlord does not agree to fix the issues above, the landlord and tenants agree to end the tenancy.” This listed 4 specific repairs to be undertaken by the Landlord, including “Both the bedrooms’ carpets are better to be changed.”

The Landlord described wanting to complete this work during the tenancy; however, the Tenant was specifying a replacement of carpet only instead of new flooring that the Landlord

was choosing for a flooring finish. This work was not completed close to the start of the tenancy. The Landlord described wanting to complete the work, but the Tenant was preventing this work.

The Tenant, by contrast, described the Landlord only continuing to clean the carpet during the tenancy, and not finalizing a repair. For this reason, the Tenant asked about ending the tenancy and moving out in mid-February 2024. The Landlord provided a copy of the messenger chat showing this. The Landlord on February 17 stated the Tenant was obligated to provide one month's notice in order to end a tenancy. The Tenant stressed that their original intention, in signing the condition inspection report stipulating this as a specific, agreed-to term that could end the tenancy if not completed. They signed this term on the move-in report with the Landlord's agent, and this may have been unbeknownst to the Landlord.

The Tenant provided "communication records" showing this, stemming from an in-person meeting with the Landlord on January 26, when they agreed with the Landlord to vacate by February 17. According to the Tenant, after this on February 16, the Landlord stated they could not find new tenants. The Tenant agreed to stay until the end of February with the promise of a full return of the security deposit.

The Tenant moved out from the rental unit on February 20, 2024. On this particular date, the Landlord notified the Tenant that someone was arriving to view the rental unit. This did not happen, and the Tenant went out for the day. Upon their return, the bedroom floors were removed for their replacement. The Tenant provided photos depicting this in their evidence.

As a result, the Tenant moved out from the rental unit on that same day, February 20, to find other accommodation. According to the Tenant, the tenancy ended because the rental unit was no longer livable in this state, with the bedroom flooring removed.

The Tenant completed a form specific to the purpose of giving a forwarding address, dated February 20, 2024. The Tenant and Landlord each provided a copy of that form in evidence. The Tenant provided a record of their email to the Landlord on February 23, 2024, sending that forwarding address to the Landlord.

a. *Is the Landlord entitled to compensation for unpaid rent?*

The tenancy agreement between the parties on page 5 of 6 sets out how a tenancy may end. This sets out "at least one month's written notice" from the Tenant. Also: "A notice given the day before the rent is due in a given month ends the tenancy at the end of the following month."

The Landlord presented that the Tenant moved out from the rental unit on February 20, 2024.

The Landlord advertised for the rental unit's availability on the following day, February 21. The Landlord presented a copy of their online advertisement. The Landlord advertised the rental unit for $3,200.

The Landlord reiterated that they instructed the Tenant to provide a clear one month's notice for ending the tenancy. The text message chat history provided by the Landlord in evidence (as a certified translation) shows this, dated February 17. The Tenant, in response, stated their difficulty with having the special term about flooring in place, in what they referred to as the agreement, in contrast to what the Landlord was telling the Tenant via messenger.

The Landlord presented the subsequent rental agreement they had in place with new tenants. This was for the amount of $3,000 per month, beginning on April 1, 2024.

The Landlord claims the full month of March 2024 rent from the Tenant. This is due to the insufficient notice from the Tenant to the Landlord about ending the tenancy. This improper, and late notice, meant the Landlord was not able to accept new tenants for March 2024, and had no tenancy in place for that time.

As set out above, the Tenant referred to the additional term that is written on the condition inspection report at the start of the tenancy. The tenancy ended for the reason of the Landlord not completing a repair to the floor.

The Tenant presented evidence of their February 17 chat with the Landlord, to say they "can accept to continue to pay rent until the end of this month (*i.e.*, February), and then on the 29th we turn in the keys and return the deposit at the end of the rental."

According to the Tenant's translated messenger evidence, the Landlord responded to say: "if according to the contract to give a full month notice and today do not give the key to pay the money."

The Tenant also presented a copy of their message to/from the Landlord's agent, of February 6, as translated on the single page in their evidence. This shows the Landlord's agent inquiring: "The Landlord said you're moving out?" and the Tenant responded: "Hi. Right. Because this floor and other facilities need to be replaced and maintained."

The Tenant also provided another message, translated and undated, to state the Landlord confirmed the move-out agreement wherein the Tenant presented they would stay until February 17. According to the Tenant in the hearing, the Landlord subsequently asked the Tenant to stay longer. This was a "negotiation" from the Tenant's perspective. In the Tenant's written statement, they set out that they had a meeting with the Landlord on January 26; at that

time “we agreed to vacate by February 17, which was double confirmed via WeChat on February 2”.

b. Is the Landlord entitled to compensation for monetary loss/other money owed?

On their Application, the Landlord set out the following:

- $200 for a strata fine incurred because of the Tenant’s mode of moving out from the rental unit
- $220 the Landlord paid for a cleaning fee after the Tenant moved out from the rental unit.

In the hearing, the Landlord specified the strata bylaw infraction was because of a matter involving the elevator not being scheduled for the Tenant’s move out from the rental unit. The Landlord provided a copy of the March 13, 2024 letter from the strata/property manager to the Landlord advising of the infraction. This sets out the specific bylaw section involved, setting out scheduling and elevator reservation. This sets out that the particular infraction that a potential fine is $200.

The letter notes “an owner or tenant may be fined an amount up to $200.00 for this violation.” Moreover: “We would prefer that it doesn’t get to this, but these Bylaws are in place to maintain a pleasant living environment for everyone.”

The Landlord provided seven photos showing the state of cleanliness throughout discrete parts of the rental unit. The Landlord provided a receipt for cleaning in the rental unit dated March 28, 2024.

The Landlord also claimed for the difference in rent from April to August 2024. They had to accept new tenants for April 1 at a lower rent amount of $3,000. The difference is $300 per month over the agreed-to remaining months the Tenant had signed for in the original fixed-term agreement. For the ensuing five-month period the total amount of rental income loss to the Landlord is $1,500.

The addendum to the tenancy agreement also contains a clause governing the situation where a tenant ends a tenancy prior to the end of the contracted fixed term period. This is section IV. 1.:

> If the Tenant(s) ends the fixed term tenancy before the end of the original term as set out in this Agreement, the Landlord/ Landlord’s Authorized Agent may, at the Landlord’s option, treat this tenancy agreement as being at an end. In such event, the sum of $3300.00 shall be paid as liquidated damages, and not as a penalty, to cover the administration of re-renting the said premises.

Because of the abrupt ending of this tenancy, prior to the end of the original term in the tenancy agreement (*i.e.*, August 31, 2024), the Landlord presented that the Tenant is obligated to comply with this term in the addendum. The Landlord thus claims the amount of $3,300 as compensation from the Tenant.

As set out above, the Tenant responded to say that the February 17-based move-out date was agreed to by the Landlord. The Landlord then negotiated with the Tenant to continue; however, the bedroom carpets were removed without notice on February 20, forcing the Tenant to move out.

c. Is the Landlord entitled to recover the filing fee for this Application?

The Landlord paid the $100 Application filing fee on February 29, 2024.

d. Is the Landlord entitled to retain all/part of the security deposit?

I present the background/evidence for this issue immediately below.

e. Is the Tenant entitled to recovery of the security deposit?

The Tenant submits that the Landlord did not return the deposit within the 15-day timeframe after the tenancy ended. To the Tenant, this constitutes a doubling of the deposit amount to be returned to them.

As set out above, the evidence that is relevant to this piece of the Tenant's Application is the record showing that they provided a forwarding address to the Landlord via email on February 20.

The Landlord finalized their Application on February 29, 2024.

f. Is the Tenant entitled to compensation related to an end-of-tenancy notice served to them by the Landlord?

On the Tenant's Application, they indicated this category of compensation, for the agreement having a fixed-term, with the requirement that the Tenant move out at the end of the term.

On a monetary worksheet dated May 26, 2024, the Tenant listed:

- RTA section 51: compensation: eviction $3,300
- RTA section 51.2/51.3: compensation: no right of first refusal : $39,600

The Landlord asked for details about this in the hearing. The Tenant did not include these amounts on their Application, even though they selected this reason for compensation. In the hearing, the Tenant stated this category applies where the Landlord undertook renovations in the rental unit without notice to the Tenant.

g. Is the Tenant entitled to compensation for monetary loss/other money owed?

On the Tenant's worksheet, they provided the amount of $1,100, being the amount of rent for February 20 to February 28. This was a rent amount they paid for at the start of February as per the agreement.

Also, the Tenant provided the amount of $3,600 for emergency shelter/accommodation they had to resort to after they moved out. The Tenant provided a series of pictures that they submit shows the state of the rental unit being unlivable in the circumstances. The Tenant listed this amount in their written statement.

The Tenant also provided the amount of $225 in total for medical visits associated with the tenancy. This apparently was due to some injury the Tenant suffered on their foot. There are two invoices, dated May 3, 2024, and May 17, 2024, for $150, and $75. The Tenant did not provide an explanation of this on their Application.

h. Is the Tenant entitled to recover the filing fee for this Application?

The Tenant paid the $100 Application filing fee on March 1, 2024.

Analysis

The *Act* s. 5 sets out that "Landlords and tenants may not avoid or contract out of this Act or the regulations" and "Any attempt to avoid or contract out of this Act or the regulations is of no effect."

The tenancy agreement the parties signed for this tenancy sets out, on page 5 of 6, how a tenancy may end. For the Tenant, this is with at least one month's written notice. This reflects the *Act*, s. 45, in this instance for a fixed-term tenancy that had not yet reverted to a month-to-month arrangement:

> (2) A tenant may end a fixed term tenancy by giving the landlord notice to end the tenancy effective on a date that
>
> (a) is not earlier than one month after the date the landlord receives the notice,
> (b) is not earlier than the date specified in the tenancy agreement as the end of the tenancy, and

(c) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

The term that the Tenant returned to appears on the final page of the opening condition inspection meeting document. I find, definitively, that this is not a contract term. The term itself is rather broad, and as per s. 5 of the *Act*, cannot supersede or override what appears in the tenancy agreement, or the *Act*.

This specific term about the Landlord and Tenant having some agreement about repairs does not constitute a term of the tenancy agreement. This does not confer the right on the Tenant to end the tenancy without adequate notice to the Landlord. For this reason, I find that the Tenant was obligated to comply with the specific term of the agreement regarding how they may end a tenancy. As set out in the tenancy agreement, this reflects what the *Act* provides for in s. 45. I find the positive obligation was on the Tenant to end the tenancy as per the *Act*. I return to this finding regarding the Tenant's obligation below.

For compensation more generally, a party that makes an application for compensation against the other party has the burden to prove their claim. This burden of proof is based on a balance of probabilities. An award for compensation is provided for in s. 7 and s. 67 of the *Act*.

To be successful in a claim for compensation, an applicant has the burden to provide sufficient evidence to establish the following four points:

- that a damage or loss exists;
- that a damage/loss results from a violation of the *Act* and/or tenancy agreement;
- the value of the damage or loss; and
- steps taken, if any, to mitigate the damage/loss.

a. Is the Landlord entitled to compensation for unpaid rent?

I find the Tenant breached the strict requirement, as set out in the *Act* s. 45 and reflected in the tenancy agreement, to provide adequate notice to the Landlord about ending the tenancy. In any event this would be at least one month before the end-date, and not before the end of the fixed term that is established in the tenancy agreement.

For this, I find the Landlord is eligible for the March 2024 rent amount in full. This improper ending to the tenancy, without proper notice from the Tenant, meant that the Landlord was without a tenant in the following month. I grant the full amount of rent -- $3,300 – to the Landlord for this reason.

The Tenant seems to rely on the Landlord's messaging to show that the Landlord agreed with the end-of-tenancy date. I find the Landlord in their messaging notified the Tenant of the requirement for a one-month notice regarding a proposed end-of-tenancy. Any concerns or considerations regarding repairs in the rental unit do NOT afford the Tenant, or the Landlord, some other means of ending the tenancy, which stands as an avoidance, or contracting out from, the *Act*.

The Tenant repeated their submission that the rental unit was made unlivable by the Landlord's removal of flooring in the bedrooms, commencing on February 20. I find it implausible that the work commenced unbeknownst to the Tenant. A tenancy agreement can only considered frustrated where an unforeseeable event has so radically changed the circumstances that fulfillment of the tenancy agreement is impossible. I find the work involved served as a pretext for the Tenant ending the tenancy abruptly. I find the rental unit was not unlivable such as to frustrate the entirety of the tenancy agreement. Moreover, the work involved was not completely unforeseeable by the Tenant.

b. Is the Landlord entitled to compensation for monetary loss/other money owed?

I find there is no evidence to show the Tenant was aware of the strata bylaws or rules in place. This was the Landlord's responsibility. I find there is no proof the Landlord incurred the expense of $200 as put forth by the strata in their letter. The letter appears to discuss the possibility of a fine of some sort, and there is no proof a fine was levied by the strata. I dismiss this piece of the Landlord's Application.

I am not satisfied of the need for cleaning in the rental unit, based on the photos provided. The invoice is for over one month after the tenancy ended. The Tenant raised the legitimate question about the Landlord's removal of flooring skewed the correct cleaning that should have been in place at the end of the tenancy. I dismiss the Landlord's claim for cleaning, minus more specific information from the cleaners about the work involved, in the Landlord's evidence.

The Landlord also claims the difference between the rent amount they would have received from this Tenant through to the end of the tenancy, versus the reduced amount of rent they had in place from April 2024 onwards. There is not enough detail in the Landlord's account on why they had to accept a reduced amount of rent; however, I appreciate the Landlord mitigated their loss in the situation by having new tenants enter as soon as possible.

At the same time, I find the messenger dialogue that was in place between the Landlord and the Tenant reveal the Landlord was open to the Tenant wanting to end the tenancy far in advance of the fixed-term end date, yet still stipulating that it must be with proper notice from the Tenant. I find the Landlord did not emphasize to the Tenant that the fixed term must

remain in place as per s. 45 of the *Act*. Moreover, the difference in rent owing was not even speculated upon by the Landlord in February 2024. In fairness to the Tenant, I find this information could have more likely altered the Tenant's arrangements to end the tenancy. I find it somewhat disingenuous for the Landlord to make this claim, when that very real possibility to the Tenant was not set out. This was on top of the liquidated damages clause the Landlord otherwise claimed.

For these reasons, I dismiss the Landlord's claim for the rent difference of $1,500.

The Landlord also pointed to a liquidated damages clause in the addendum. I find that, while this is clearly set out in the addendum, at the same time the Tenant was subject to a message on the condition inspection report that led to their understanding that the tenancy could end for reasons of unsatisfactory, or incomplete, repairs in the rental unit. The Tenant was receiving mixed messaging on a tenancy ending for reasons of non-repair, the Landlord specifying a timeline, and then the Landlord's agent having to follow up.

The Residential Tenancy Branch has a set of *Residential Tenancy Policy Guidelines*. These are in place to provide a statement of the policy intent of the *Act*. On Liquidated Damages, Policy Guideline 4 provides: "The amount [of damages payable] agreed to must be a genuine pre-estimate of the loss at the time the contract is entered into, otherwise the clause may be held to constitute a penalty and as a result will be unenforceable."

I find a framework for the clause – as set out above – is not in place. The clause appears arbitrary and is not a genuine pre-estimate of loss. That is to say, the costs of each of advertising, interviewing, administration and re-renting are not established. I find it more likely than not these costs will not approach the equivalent of a single month's rent at $3,300. All the Landlord presented for their advertising of the rental unit was a single online advertisement. I don't know what the amount of $3,300 represents in actuality.

Additionally, I find having a term set out between the Landlord and the Tenant regarding the tenancy continuing on condition of completed repairs contradicts what is in place with this liquidated damages clause, as if the Landlord were permitting the tenancy to end on this pretext by some mutual agreement. This nullifies any liquidated damages clause in place.

In sum, I find the liquidated damages clause is invalid in that it is punitive in nature. In line with the four points set out above, I find the true value of a loss involving re-renting the unit is not established, and this arbitrary one-month amount is not an effort at mitigating the monetary loss.

For these reasons, I make no award for this part of the Landlord's claim.

In sum on the Landlord's claim for monetary loss/other money owed, I grant no recompense to the Landlord. I dismiss this issue, without leave to reapply.

c. *Is the Landlord entitled to recover the filing fee for this Application?*

I find the Landlord was successful on this Application, albeit to a limited degree. I find it was necessary for the Landlord to bring this Application forward in order to close the matter. I grant the Landlord recompense for the $100 filing fee amount.

d. *Is the Landlord entitled to retain all/part of the security deposit?*

e. *Is the Tenant entitled to recovery of the security deposit?*

The *Act* s. 38(1) sets out that a landlord must either (a) repay any security deposit to a tenant, or (b) make an application for dispute resolution claiming against the deposit. This must occur within fifteen days of the later of either the tenancy end date, or the date a landlord receives a tenant's forwarding address in writing. This is the law on a security deposit when a tenancy ends. This is strictly applied in all cases unless a landlord has a tenant's written consent to keep all/part of the deposit, or some order from the Residential Tenancy Branch.

In a situation where a landlord does not comply with s. 38(1), the *Act* s. 38(6) provides that a landlord may not make a claim against a deposit, and must pay to a tenant double the amount of the deposit.

In this matter, I find the relevant date is when the Tenant provided their forwarding address to the Landlord on February 20, 2024.

The Landlord made their Application to the Residential Tenancy Branch for compensation on February 29, 2024. I find the Landlord applied within the 15-day legislated timeline after February 20, 2024. I conclude s. 38(6) does not apply in this situation, and there is no doubling of the deposit.

The *Act* s. 72(2) sets out that for any amount of compensation owing from a tenant to a landlord, a landlord may apply a deposit amount as compensation, with authorization. On this basis, the Landlord is entitled to retain all of the security deposit.

The Landlord established a total claim of $3,400. Under s. 72 of the *Act*, I authorize the Landlord to keep the security deposit in full. This offsets the amount of the total compensation by $1,650, the full deposit amount. The total claim owing to the Landlord is $1,750, after this reduction.

f. Is the Tenant entitled to compensation related to an end-of-tenancy notice served to them by the Landlord?

The *Act* s. 49.2 provides that a landlord may end a tenancy in a situation where they intend in good faith to renovate/repair the rental unit, with permits, and these renovations require the rental unit to be vacant. This is a documented 4-month notice to a tenant in the correct form, and such an end-of-tenancy order must be granted by an arbitrator.

Where a tenant receives such notice, the *Act* s. 51.4(1) provides that a tenant is entitled to receive an amount equal to one month's rent payable under the tenancy agreement.

The Tenant applied for this one month's equivalent as compensation. I find the Tenant is not entitled to this compensation because there was no s. 49.2 end-of-tenancy document served to the Tenant. I dismiss this piece, without leave to reapply, of the Tenant's claim – *i.e.*, one month's rent for $3,300 – from their total amount on their May 26 worksheet. I note the Tenant did not specify this piece on the Application, and this detail was only referred to in page in the Tenant's evidence that was not readily discernible.

In sum, the Tenant is not eligible for what they referred to as "section 51 compensation eviction".

The Tenant also added an amount of $39,600 to their May 26 worksheet. This amount was not specified on the Tenant's Application.

The *Act* s. 51.3 specifies that a tenant may receive an amount that is equal to 12 months of the monthly rent payable, in the circumstances where a tenant who receives an end-of-tenancy order (as per s. 49.2, set out above) subsequently does *not* receive a new tenancy agreement after they have specified their wish to do so to the Landlord.

As above, there was no order for a s. 49.2 end-of-tenancy for renovations. These subsequent sections in the *Act* do not apply in this scenario because the Landlord never served an end-of-tenancy notice to the Tenant. I dismiss this piece of the Tenant's Application for this reason, without leave to reapply.

g. Is the Tenant entitled to compensation for monetary loss/other money owed?

As set out above, a tenant in a fixed-term tenancy is obligated to notify the Landlord as per s. 45. The conditions set out by the Landlord and the Tenant on the condition inspection report at the start of the tenancy fall outside the *Act* and the tenancy agreement. The Tenant has no right to end a tenancy unilaterally in the way the Tenant did so here. I dismiss this piece of the Tenant's claim for compensation for this reason. I find the rental unit was not unhabitable; therefore, the tenancy did not end by way of a frustrated tenancy agreement.

The Tenant provided no proof of the amount they paid, or other evidence, for the accommodation they submitted was necessary after they moved out from the rental unit. With no evidence of the expense to the Tenant, or even other basic information, I dismiss this piece of the Tenant's claim, without leave to reapply.

The Tenant submitted no particulars about the alleged foot injury they suffered from the rental unit's condition. The invoices the Tenant provided are from mid-May, some three months post-tenancy. I find there is no apparent link between the tenancy, or even the state of the rental unit, and the Tenant's medical visits that were three months after the tenancy ended. I dismiss this piece of the Tenant's Application, without leave to reapply. On any claim for compensation, the Tenant must provide substantially more detail and evidence.

In sum, I dismiss the Tenant's claim for monetary loss/other money owed, without leave to reapply.

h. Is the Tenant entitled to recover the filing fee for this Application?

The Tenant was not successful in this Application; therefore, I find they are not eligible for recompense of this filing fee. I dismiss this piece of the Tenant's claim, without leave to reapply.

Conclusion

I grant to the Landlord compensation in the amount of **$1,750.00** for a final rent amount owing, and dismiss the Landlord's claim for monetary loss/other money owed:

Monetary Issue	**Granted Amount**
compensation to the Landlord for unpaid rent	$3,300.00
compensation to the Landlord for monetary loss/other money owed	$0
Landlord's recovery of the Application filing fee	$100.00
authorization to retain all of the security deposit	-$1,650.00
Total Amount to Landlord	**$1,750.00**

I dismiss the Tenant's Application in its entirety, without leave to reapply.

I provide the Landlord with this Monetary Order in the above terms and the Landlord must serve it to the Tenant as soon as possible. Should the Tenant fail to comply with this Monetary

Order, the Landlord may file this Monetary Order in the Small Claims Division of the Provincial Court where it will be enforced as an Order of that Court.

This decision is final and binding. I make this decision on the authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: June 13, 2024

Residential Tenancy Branch