

DECISION

Introduction

This hearing dealt with the Landlord's and Tenant's Applications under the *Residential Tenancy Act* (the Act).

The Landlord applied for:

- a Monetary Order for unpaid rent and unpaid utilities
- a Monetary Order for damage to the rental unit or common areas
- a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement
- authorization to retain all or a portion of the Tenant's security deposit in partial satisfaction of the Monetary Order requested under section 38 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

The Tenant applied for:

- a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement
- a Monetary Order for the return of all or a portion of their security deposit

The Tenant acknowledged being served with the Landlord's hearing package and evidence sent by email on October 3, 2024, and registered mail on October 8, 2024. The Tenant acknowledged being served with the Landlord's additional evidence by email on November 22, 2024, per the Substituted Service Decision dated November 19, 2024.

The Landlord acknowledged being served with the Tenant's evidence sent by registered mail on November 6, 2024. The Tenant also provided an email copy of the PDF file during the proceeding, as the documents sent by registered mail had very small print which was difficult to make out. The Landlord confirmed they were prepared to proceed once they could refer to the Tenant's PDF file.

Preliminary Matter

The Landlord submitted an updated RTB #37 Monetary Order Worksheet along with their evidence on November 22, 2024, which includes a number of claims that were not originally identified in the application.

The Landlord did not file an application to amend their original claims nor to add these additional monetary claims to the proceeding at any time before the hearing.

The Landlord sought to amend their claims at the hearing, however the monetary claims sought significantly increase the total amount of the Landlord's claim, and the Tenant could not have responded to any of these claims after receiving the Landlord's evidence due to its proximity to the hearing.

For these reasons, the Landlord's request to amend their claims per the Monetary Order Worksheet dated November 20, 2024, is dismissed.

Only the Landlord's original claims, as identified in their application, will be determined by this decision.

Issues to be Decided

Is the Landlord entitled to a Monetary Order for unpaid rent and unpaid utilities?

Is the Landlord entitled to a Monetary Order for damage to the rental unit or common areas?

Is the Landlord entitled to a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement?

Is the Landlord entitled to retain all or a portion of the Tenant's security deposit in partial satisfaction of the Monetary Order requested? If not, is the Tenant entitled to the return of all or part of the Tenant's security deposit being held without cause?

Is the Tenant entitled to a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement?

Is the Landlord entitled to recover the filing fee for the application from the Tenant?

Facts and Analysis

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

This tenancy began on December 1, 2023, with a monthly rent of \$3400.00 due the first day of each month, and with a security deposit of \$1700.00.

The Landlord did not complete any condition inspection report at the start nor the end of the tenancy. There is no evidence of the Tenant providing the Landlord with their forwarding address in writing prior to the filing of the Landlord's application.

Landlord's Claims

Unpaid Rent: \$10,950.00

The Landlord claims \$1700.00 for unpaid rent for the month of December 2023. The Landlord testified that they agreed to allow the Tenant to deduct this amount of rent for December 2023, as the Landlord took two weeks of the month to remove their furniture from the unit which the Tenant did not want. The Landlord claims they agreed to this reduction at the time, but once the Tenant established a pattern of seeking to withhold rent for various reasons, they decided they wanted to claim the remaining balance of rent for December 2023.

The Tenant testified that they paid \$1700.00 for rent on December 4, 2023, and an additional \$850.00 for rent on December 11, 2023. The Tenant testified that the Landlord agreed to the rent reduction of \$850.00 for that month due to the furniture issues, and therefore should not be allowed to claim this amount as unpaid rent. The Tenant provided an e-transfer record showing their rent payments as evidence to support this claim.

The Landlord claims \$2050.00 for rent due January 2024. The Landlord claims the Tenant paid \$1000.00 for rent for the month of January, and the Landlord applied a \$350.00 rent reduction as well for the purchase of a sink which required replacing, and which the parties agreed to split the cost of. The Landlord claims they did not agree to reduce any other amount for the January rent.

The Tenant testified and provided evidence that they paid \$1350.00 for the January rent, and that the Landlord agreed to reduce all of the remaining balance due to the issue with the sink which required replacing, and for which the cost was over \$1000.00.

The Landlord claims \$400.00 for unpaid rent due for February 2024. The Landlord testified and provided evidence that the Tenant paid \$3000.00 for February rent. The Landlord denies agreeing to any amount of a rent reduction for February 2024.

The Tenant claims the Landlord agreed to reduce the rent to \$3000.00 for the month of February 2024. The Tenant claims the Landlord agreed to reduce this \$400.00 from the rent and did not seek payment of this balance during the tenancy. The tenant referenced an email provided in evidence from March 6, 2024, where the Tenant requested reductions for March 2024 which were denied by the Landlord, but where the Landlord confirms they reduced the rent by \$400.00 'last month'.

Both parties testified that the Tenant did not pay any rent for the months of March 2024, and April 2024. The Landlord issued a Two Month Notice to end tenancy on February 6, 2024, effective April 30, 2024. The Tenant did not pay rent for the month of March 2024, and did not indicate at any time that they planned to move out of the rental unit by March 31, 2024.

The Landlord issued a 10 Day Notice to end tenancy on March 7, 2024, and served it both by email and to the Tenant's mailbox. A previous arbitrator issued a final Decision on December 11, 2024, with regard to the effectiveness of the 10 Day Notice, and found that the tenancy ended per this 10 Day Notice as it was deemed served to the Tenant, the Tenant did not dispute it or pay the unpaid rent, and the effective date of March 17, 2024 took precedence over the later effective date of the Two Month Notice.

Unpaid Utilities: \$620.61

The Landlord claims \$620.61 for the cost of electricity for the period of January 20, 2024 to February 29, 2024. The Tenant is responsible for 100% of the utility costs under the tenancy agreement. The tenant was required to open accounts and put the utilities under their name, but failed to do so until after February 29, 2024, which is the final billing period on the Landlord's account during the tenancy.

The Landlord provided a copy of the electricity bill as evidence, and also provided it to the Tenant during the tenancy for payment. The Tenant made payments for the other utilities that were due before they transferred the account into their own name, but failed to pay this electricity bill.

The Tenant claims they transferred the electricity into their name before February 29, 2024, and believes they are being double charged for utilities for this billing period. The tenant did not provide any evidence to support this claim, but confirmed they did not pay the Landlord \$620.61 for the utility bill provided in the Landlord's evidence.

Wall Damage: \$2860.00

The Landlord claims \$2860.00 for the cost to repair and repaint the walls of the rental unit after the tenancy ended. The landlord testified that the walls were damaged during the tenancy. The Landlord provided copies of text messages with the Tenant in Exhibit G of their evidence as evidence of the condition of the walls before the tenancy (enclosed photos taken January 2023), and photos in Exhibit Q of the rental unit after the tenancy. The Landlord provided a copy of the invoice for the repair.

The Tenant denies causing any damage to the walls of the rental unit, and argues that there is no evidence of the condition of the walls before the tenancy, nor do any of the Landlord's 'after photos' show damage to the walls as claimed. The Tenant further testified that the Landlord inspected the rental unit on a number of occasions during the tenancy and never mentioned any concerns about wall damage.

Door damage: \$1020.00

The Landlord claims \$340.00 each for three doors replaced after the tenancy ended. The Landlord claims The Tenant's pet damaged and scratched three of the doors in the rental unit and that the doors could not be patched or painted, and therefore had to be

replaced. The Landlord did not provide any receipt or invoice for the purchase of any replacement door.

The Tenant denies that they or their pets caused any damage to the doors of the rental unit. The Tenant again testified that the doors remained in the same condition as at the start of the tenancy, and the Landlord never noted any concerns about door 'damage' during any of their various inspections of the unit.

Rug replacement: \$2000.00

The Landlord claims \$500.00 each for four rugs they claim were provided with the rental unit, and which had to be replaced after the tenancy. The Landlord provided a photo of one rug taken after the tenancy, which appears dirty, as evidence to support their claims. The Landlord claims this cost is estimated based on what they originally spent on the rugs.

The Tenant denies causing any damage to the rugs in the rental unit.

Pump repair: \$1760.82

The Landlord claims the Tenant damaged the water pump of the rental unit by using it improperly during the tenancy. The Landlord claims they explained to the Tenant how to use it properly verbally, over the phone, in December 2023. The pump was damaged and had to be replaced in January 2024, but the Landlord accepted the cost and made the replacement themselves.

However, just after the tenancy ended, the Landlord claims they had to replace the pump again due to damage from the Tenant. The Landlord claims the Tenant is responsible for this second replacement cost incurred on May 3, 2024, due to their failure to properly operate the pump. The Landlord provided a copy of the invoice for this service as evidence to support their claim.

The Tenant denies causing any damage, by their action or neglect to the pump at the rental unit on either of the occasions where it was replaced. The Tenant testified that the first pump replacement in January 2024 was due to a freeze, and was no fault of the Tenant's.

After the pump was replaced, the Tenant noted some concerns about water overflow, and it seemed the pump was overworked, and they communicated this to the Landlord immediately. The landlord did not come out themselves nor send a professional to check on these concerns. Further, by the Landlord's own invoice provided as evidence, the May 3, 2024 replacement was required due to a stuck impeller, and the professional specifically noted that different parts were used to prevent this in future. Again, this was no fault of the Tenant's.

Cleaning: \$136.00

The Landlord claims \$136.00 for the cost to clean the rental unit after the Tenant moved out. The Landlord provided photos of the rental unit taken after the tenancy ended as evidence to support this claim. The Landlord testified that the rental unit did not appear to have been cleaned at all, by either the Tenant nor by the cleaners the Tenant claimed they hired. The Landlord provided a copy of their invoice for the cleaning service as evidence to support their claim.

The Tenant claims they hired a cleaning service to clean the rental unit on May 5, 2024. The Tenant claims they paid the cleaners \$235.00 for 4 hours of work, and that the cleaners left the rental unit clean.

Tenant's Claims

Pet sickness: \$5000.00

The Tenant claims an estimated \$5000.00 for past and future losses related to an illness they claim their pet came down with due to exposure to sewage matter due to a leaking septic tank on the property of the rental unit.

The Tenant provided two veterinary assessments as evidence to support their claims. The first is dated April 24, 2024, and notes symptoms of gastrointestinal upset in the pet, and the Tenant's own claim that it was caused by exposure to sewage matter. There is no finding of giardia (the illness claimed). The second assessment is dated October 18, 2024, and notes that the pet has Giardia.

The Landlord argues that there is no evidence of any sewage or septic tank leakage at the rental unit, nor that any action or neglect of the Landlord caused the pet illness. The landlord further notes that there is no evidence of the value of the Tenant's loss, and that these vet assessments clearly refer to another chronic illness of the pet which is likely responsible for any costs to the Tenant for their pet care.

Personal Injury: \$7500.00

The Tenant claims \$7500.00 for the costs to treat a personal injury which the Tenant claims occurred on the property after a neglected gate collapsed on top of them. The Tenant claims that they did not at first notice or report any injury, but as the Tenant suffered recurring knee pain in the months following, the Tenant believes this was caused by the gate collapse.

The Tenant provided a single doctor's note as evidence to support their claim.

The Landlord testified that they did not observe any issue, nor was any issue reported, with regard to the gate at the rental unit. Further, after the gate was damaged, the

Tenant did not report that it fell on anyone or that any injury was suffered as a result of this incident.

The Landlord further argues that there is no basis for the Tenant's claim, as they have not established any monetary loss, nor even that the knee pain claimed is at all related to the incident with the gate.

Moving expenses: \$8800.00

The Tenant claims an estimated \$8800.00 for moving expenses and time spent moving out of the rental unit. The Tenant claims the Landlord unlawfully evicted them from the rental unit, and seeks to recover their losses. The Tenant claims this includes their time spent finding a new unit, packing up, moving, unpacking, and the associated costs for moving supplies and a truck rental.

The Landlord testified that this tenancy ended based on a valid 10 day notice to end tenancy for unpaid rent issued March 7, 2024. The Tenant breached the Act by not paying rent, and did not dispute the 10 day notice, so the tenancy ended under section 46 of the Act. Therefore, the Landlord denies any responsibility for the Tenant's moving costs, which have not been proven by any evidence in any event.

Is the Landlord entitled to a Monetary Order for unpaid rent and unpaid utilities?

Section 26 of the Act says that a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

Unpaid Rent: \$10,950.00

By the Landlord's own testimony, they agreed to reduce the rent of December 2023 due to an issue with furniture in the rental unit. Based on the Tenant's evidence of rent paid for this month, this rent reduction was for \$850.00, not \$1700.00 as the Landlord claimed. The Landlord is not entitled to claim rent which they already agreed to reduce previously. I see no valid reason why the Landlord should be allowed to unilaterally cancel a previous agreement for the reduction of rent for December 2023.

Therefore, the Landlord's claim for \$1700.00 for unpaid rent for December 2023, is dismissed without leave to reapply.

Based on the Landlord's testimony and evidence, the Landlord agreed to reduce the January rent by \$350.00 for the replacement sink for the rental unit. Based on the Tenant's evidence, the Tenant paid \$1350.00 for January rent on February 2, 2024. I therefore find that the total amount of rent paid for January 2024 was \$1700.00, after adding the agreed upon rent reduction to the \$1350.00 paid by the Tenant.

I find there is no evidence to support the Tenant's claim that the Landlord agreed to reduce the rent by any amount greater than \$350.00 for the month of January 2024. The communications between the parties clearly show the Landlord seeking the full balance of rent less the \$350.00 reduction throughout January, and after the February 2, 2024, payment the Landlord again requests the remaining balance due.

For the reasons above, I find that the Landlord has proven their claim for \$1700.00 for unpaid rent for January 2024.

Based on the evidence and testimony before me, and on a balance of probabilities, I find the Landlord has failed to prove their claim for unpaid rent due for February 2024.

I find that the Landlord has proven that the Tenant paid \$3000.00 for rent for February 2024, and that the amount due under the tenancy agreement was \$3400.00. However, by the Landlord's own evidence, in an email dated March 6, 2024 (see Exhibit U page 19), the Landlord clearly states that they reduced the rent by \$400.00 the previous month (February 2024). I therefore find that this was an agreed upon rent reduction. I find the Landlord not only directly contradicted their own evidence in their testimony, but also again seeks to unilaterally cancel an agreed upon rent reduction for the month of February 2024. I again find no valid reason for the Landlord to be allowed to go back on a previously agreed rent reduction by seeking compensation in this application.

For these reasons, I find the Landlord has failed to prove their claim for \$400.00 for unpaid rent for February 2024.

Based on the testimony of both parties, I find that the Tenant failed to pay any amount of rent for March or April 2024.

Per the Decision of December 11, 2024, I find that this tenancy ended under the 10 Day Notice issued March 7, 2024, and not by the Two Month Notice issued February 6, 2024. As this issue was already determined in a final decision, I am prevented by Res Judicata (meaning "a matter decided") from making any alternate finding.

I find that even if the tenancy had ended under the Two Month Notice, the Tenant was not entitled in any circumstance to withhold the March 2024 rent, unless they notified the Landlord and made arrangements to vacate the rental unit by the end of March 2024. The Tenant did not do so, and there was no agreed upon rent reduction or any other valid reason to withhold rent for March 2024, and therefore I find the rent for March 2024 was due under the Act and tenancy agreement.

As the tenancy ended under section 46 of the Act, per the 10 Day Notice issued March 7, 2024, I find that the rent due under the tenancy agreement for April 2024 is also unpaid in this case. Had the Tenant paid the rent for March 2024 as they were obligated to under the Act and tenancy agreement, they would have been entitled to deduct the April rent in accordance with section 51 of the Act for the Two Month Notice issued February 6, 2024.

However, as the Tenant chose to breach the Act and Tenancy Agreement by not paying the March 2024 rent, the tenancy ended lawfully under the 10 Day Notice and under section 46 of the Act. This negated the Two Month Notice, and also negated the Tenant's right to deduct any amount of rent for April 2024. As the Tenant continued to occupy the rental unit for the entire month of April 2024, I find that the full amount of rent for that month is due under the Act.

For these reasons, I find the Landlord is entitled to \$7000.00 for unpaid rent due for March 2024 and April 2024.

Unpaid Utilities: \$620.61

Based on the evidence and testimony before me, and on a balance of probabilities, I find the Landlord has established a claim for \$620.61 for unpaid utilities.

The parties informal written tenancy agreement, and various communications between the parties, indicate that the utilities are not included with the rent, and that the Tenant is responsible for 100% of all utilities costs.

I find that the Landlord provided a copy of the electricity bill, for the rental unit, for the billing period of January 20, 2024 to February 29, 2024, and that the Tenant is responsible for this cost under the tenancy agreement.

In the absence of any supporting evidence, such as a copy of the electricity bill in the Tenant's name or proof of any other payment for electricity during this period, I am not convinced by the Tenant's testimony that they are being 'double charged' for this electricity billing period. I also find it highly unlikely that the electricity company issued bills to two different accounts for the same address (the rental unit) during the same billing period.

For these reasons, I find the Landlord has proven their claim for \$620.61 for unpaid utilities for the period of January 20, 2024 to February 29, 2024.

Based on all of the above, I find that the Landlord is entitled to a Monetary Order of \$9120.61 for unpaid rent and unpaid utilities, under section 67 of the Act.

Is the Landlord entitled to a Monetary Order for damage to the rental unit or common areas?

Section 67 of the Act says that if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may order that party to pay compensation to the other party.

To be awarded compensation for a breach of the Act, regulation, or tenancy agreement, the landlord must prove on a balance of probabilities that:

- the tenant has failed to comply with the Act, regulation or tenancy agreement
- loss or damage has resulted from this failure to comply
- the amount of or value of the damage or loss
- the landlord acted reasonably to minimize that damage or loss

Section 32 of the Act says a tenant must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant, except for reasonable wear and tear.

Section 7(2) of the Act says a landlord who claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement must do whatever is reasonable to minimize the damage or loss.

Wall Damage: \$2860.00

Based on the evidence and testimony before me, and on a balance of probabilities, I find the Landlord has failed to prove their claim for damage to the walls of the rental unit.

As the Landlord failed to complete any condition inspection reports at the start or end of the tenancy, I have no detailed descriptions of any of the walls of the rental unit at the start versus the end of the tenancy. I find that the Landlord failed to provide any sufficient evidence of the condition of the walls before this tenancy began. The Landlord's only evidence, which are photos taken January 2023 (a year, and multiple short-term tenancies before this tenancy began), are small and enclosed in text messages, and none show any up close or detailed view of the walls, and are therefore insufficient to establish the condition of the walls before the tenancy.

Further, the Landlord's photo evidence taken after the tenancy does not show any wall damage at all. There are no detailed views of the walls, or any areas of visible wall damage in the photos. The Landlord did not identify exactly what the wall damage was, where it was located, or why they believed the Tenant to be responsible.

For these reasons, I find the Landlord has failed to prove that the Tenant breached section 32 of the Act by damaging the walls of the rental unit. Therefore, the Landlord's claim for \$2860.00 for wall damage is dismissed, without leave to reapply.

Door damage: \$1020.00

I find the Landlord has failed to establish their claim for damage to the doors of the rental unit.

Firstly, I find the Landlord failed to prove that the Tenant breached section 32 of the Act by damaging the doors of the rental unit. The Landlord did not provide any evidence of the condition of the doors before the tenancy. The Landlord's only evidence of damage to doors after the tenancy is a photo of a single door with a small area of paint worn off.

There is nothing to support the Landlord's claim that three doors were so damaged that they required replacement, and even the single door they provided photo evidence of seems that it could simply be painted.

Secondly, the Landlord has not provided sufficient evidence to prove the value of their loss. The Landlord did not provide any invoice or receipt for purchase of or installation of any new door in the rental unit. I have no evidence that the Landlord actually incurred any loss, nor that the Landlord actually replaced a single door in the rental unit.

For these reasons, the Landlord's claim for \$1020.00 for the cost to replace damaged doors is dismissed, without leave to reapply.

Rug replacement: \$2000.00

I find the Landlord has failed to establish their claim for damage to the rugs provided with the rental unit.

Firstly, I find the Landlord failed to prove that the Tenant breached section 32 of the Act by damaging the rugs provided with the rental unit, nor any evidence that four rugs were provided with the unit or their condition before this tenancy began. The Landlord's only evidence of damage to rugs after the tenancy is a photo of a single rug, which appears to be perhaps dirty, but certainly not so damaged that it could not be cleaned and used for future tenancies.

Secondly, the Landlord has not provided sufficient evidence to prove the value of their loss. The Landlord did not provide any invoice or receipt for purchase of any new rugs for the rental unit, nor any evidence of the cost of the original rugs which they claim to have provided for this tenancy. I have no evidence that the Landlord actually incurred any loss, nor that the Landlord actually replaced a single rug in the rental unit.

For these reasons, the Landlord's claim for \$2000.00 for the cost to replace damaged rugs is dismissed, without leave to reapply.

Pump repair: \$1760.82

Based on the evidence and testimony before me, I find the Landlord has failed to prove, on a balance of probabilities, that the Tenant is responsible for damaging the water pump.

The Landlord's invoice dated May 3, 2024, clearly states that the pump was replaced due to a locked impeller. The professional makes no comment on how or why this impeller became locked. The Landlord did not provide any evidence which would indicate that some action or neglect of the Tenant could have caused the impeller to fail, it appears to be an issue with a part of the pump which was replaced in January 2024.

In the absence of any expert evidence or a finding by the professional who inspected and replaced the pump on May 3, 2024, I do not find the Landlord's evidence or testimony sufficient to prove that the Tenant is responsible for this issue with the water pump, nor responsible for the Landlord's loss.

For these reasons, the Landlord's claim for \$1760.82 for damage to the water pump is dismissed, without leave to reapply.

Is the Landlord entitled to a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement?

Section 67 of the Act says that if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may order that party to pay compensation to the other party.

To be awarded compensation for a breach of the Act, regulation, or tenancy agreement, the landlord must prove on a balance of probabilities that:

- the tenant has failed to comply with the Act, regulation or tenancy agreement
- loss or damage has resulted from this failure to comply
- the amount of or value of the damage or loss
- the landlord acted reasonably to minimize that damage or loss

Cleaning: \$136.00

Based on the Landlord's evidence and testimony, I find that the Landlord has established a claim for the cost to clean the rental unit after the Tenant moved out.

Section 37(2) of the Act says the tenant must leave the rental unit reasonably clean at the end of the tenancy.

Based on the photos taken after the tenancy ended provided as evidence by the Landlord (exhibit Q), I find that the Tenant left behind the following: garbage and abandoned belongings inside and outside the unit, unclean dishes, unclean toilet and bathtub, and unwiped doors, walls, and surfaces. I therefore find that the Tenant breached section 37 of the Act by not leaving the rental unit reasonably clean at the end of the tenancy.

I find the Landlord proved the value of their loss by providing a copy of the invoice for the cleaning services. I find the Landlord minimized their loss by hiring a cleaner via Facebook, for a very low-cost compared to typical cleaning service providers.

For these reasons, I find the Landlord is entitled to a Monetary Order of \$136.00 for cleaning the rental unit under section 67 of the Act.

Is the Landlord entitled to retain all or a portion of the Tenant's security deposit in partial satisfaction of the Monetary Order requested? If not, is the Tenant entitled to the return of all or part of the Tenant's security deposit being held without cause?

Section 38 of the Act states that within 15 days of the date that the landlord receives the tenant's forwarding address in writing, a landlord must make an application for dispute resolution to claim against the tenant's security deposit.

Section 88 of the Act sets out the ways in which a party can give or serve records, including a forwarding address in writing.

Section 39 of the Act says the Tenant is responsible for serving their forwarding address to the Landlord within 1 year of the tenancy ending.

Based on the evidence and testimony before me, I find that the Tenant has not established how or when their forwarding address was provided to the Landlord. There is no evidence that the Landlord was served with the Tenant's forwarding address in writing at any time before this application was made. The Tenant's application states their forwarding address was served July 19, 2024, but there is no evidence of this. The Tenant also contradicted their application in their testimony, during which they stated they served their forwarding address some time in August 2024.

Overall, I find the Tenant has failed to establish how or when their forwarding address was provided to the Landlord in writing.

I therefore find, as the Tenant has not proven that their forwarding address has been provided to the Landlord in writing before this application, that the Landlord made their application on time, on a balance of probabilities.

Under section 72 of the Act, I allow the Landlord to retain the Tenant's security deposit of \$1700.00, plus interest, in partial satisfaction of the monetary awards granted.

Is the Tenant entitled to a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement?

Section 67 of the Act says that if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may order that party to pay compensation to the other party.

To be awarded compensation for a breach of the Act, regulation, or tenancy agreement, the tenant must prove on a balance of probabilities that:

- the landlord has failed to comply with the Act, regulation or tenancy agreement
- loss or damage has resulted from this failure to comply
- the amount of or value of the damage or loss

- the tenant acted reasonably to minimize that damage or loss

Pet sickness: \$5000.00

Based on the evidence and testimony before me, I find the Tenant has failed to establish their claim for \$5000.00 for pet sickness.

First, I find that the Tenant has failed to prove that any breach of the Landlord led to their pet's illness. The Tenant's only proven diagnosis of Giardia, the illness they claim is associated with this estimated \$5000.00 loss, is in October 2024, which is more than 6 months after the tenancy ended. I find it likely, on a balance of probabilities, that their pet contracted this illness after the tenancy ended, and that it has no relation to the tenancy or any failing of the Landlord.

Secondly, I find that the Tenant has failed to provide any evidence to support the value of their loss claimed. There are no vet bills, medication costs, or any other documentary evidence to support their claim of an estimated loss of \$5000.00. Further, The Tenant's estimate is based on possible future losses, which cannot be established nor proven until they are actually incurred.

For these reasons, the tenant's claim for \$5000.00 for pet sickness is dismissed, without leave to reapply.

Personal Injury: \$7500.00

Based on the evidence and testimony before me, I find the Tenant has failed to prove their claim for \$7500.00 for personal injury.

First, I find that the Tenant has failed to prove that they suffered any injury due to the Landlord's breach of the Act. The gate collapsing appears to have been no fault of either the Landlord nor the Tenant, as neither of these parties noticed any issue with the gate before it collapsed. Unless some pressing repair issue had been reported to the Landlord and the Landlord failed to comply with their responsibility to repair and maintain the gate, which I do not find to be the case, the Landlord did not breach the Act in this case. Accidents happen, and I find that the collapse of the gate was most likely one of these accidents which neither party could predict nor reasonably prevent.

Secondly, the Tenant has again failed to provide any basis for the estimated value of their loss. The Tenant did not provide any single medical bill, medication cost, nor any other documentary evidence to establish how they came to a total of \$7500.00 for compensation. Further, this is based on possible future losses, which cannot be established nor proven until they have actually been incurred.

For these reasons, the Tenant's claim for \$7500.00 for personal injury is dismissed, without leave to reapply.

Moving expenses: \$8800.00

Per the Decision of December 11, 2024, I find that this tenancy ended under the 10 Day Notice issued March 7, 2024, under section 46 of the Act, due to the Tenant's failure to pay rent for March 2024. As this issue was already determined in a final decision dated December 11, 2024, I am prevented by Res Judicata (meaning "a matter decided") from making any alternate finding.

I therefore find that the Tenant has failed to prove that the Landlord breached any section of the Act with regard to the end of this tenancy, and in fact it was the Tenant's own breach of section 26 of the Act and failure to pay rent when it was due under the tenancy agreement that led to this tenancy ending.

Therefore, any losses incurred as a result of moving out of the rental unit are a result of the Tenant's own actions, not a result of any breach of the Landlord, and are therefore the Tenant's own losses to bear.

For these reasons, the Tenant's claim for \$8800.00 for moving expenses is dismissed, without leave to reapply.

Is the Landlord entitled to recover the filing fee for the application from the Tenant?

As the Landlord was successful in this application, I find the Landlord is entitled to recover the filing fee of \$100.00 for this application from the Tenant under section 72 of the Act.

Conclusion

I find the Landlord is entitled to a Monetary Order of **\$9356.61** under sections 67 and 72 of the Act. I Order the Landlord to retain the Tenant's security deposit of \$1700.00, plus interest, in partial satisfaction of this award. I Order the Tenant to pay the balance due of **\$7605.75**.

The Landlord must serve this Order to the Tenant as soon as possible. If the Tenant does not pay, this Order may be filed and enforced in the Small Claims Division of the Provincial Court of British Columbia.

Monetary Issue	Granted Amount
Unpaid rent – January, March, and April 2024	\$8500.00
Unpaid utilities – January – February 2024	\$620.61
Compensation for cleaning under section 67 of the Act	\$136.00
Landlord's filing fee	\$100.00
Tenant's Security Deposit with Interest	- \$1750.86
Total Amount	\$7605.75

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: February 18, 2025

Residential Tenancy Branch