

DECISION

Introduction

This hearing dealt with Cross Applications including:

The Tenant's February 6, 2024, Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- cancellation of the Landlord's 10 Day Notice to End Tenancy for Unpaid Rent (10 Day Notice) under sections 46 and 55 of the Act
- cancellation of the Landlord's One Month Notice to End Tenancy for Cause (One Month Notice) under section 47 of the Act
- a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act
- an order regarding the Tenant's dispute of a rent increase by the Landlord under section 41 of the Act
- an order for the Landlord to make repairs to the rental unit under sections 32 and 62 of the Act
- an order for the Landlord to provide services or facilities required by law under section 27 of the Act
- an order to suspend or set conditions on the Landlord's right to enter the rental unit under section 70(1) of the Act
- an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

The Landlord's February 10, 2025, Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- an Order of Possession based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (10 Day Notice) under sections 46 and 55 of the Act
- a Monetary Order for unpaid rent under section 67 of the Act
- 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 March 4, 2025, participatory teleconference hearing was attended by E.B. as the authorized agent for the named Tenant in this dispute. E.D. indicated that the named Tenant is her soon to be ex-husband and referred to a letter of authorization signed by the Tenant and witnessed on January 29, 2025.

The Landlord was represented by their Licensed Property Manager C.F. on behalf of the property management company of record.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

This was a cross application so both parties were obligated to serve Notice of their respective disputes on the other in advance of the Hearing.

The Tenant provided proof of sending their Notice package by Registered Mail on February 7, which was then collected by the Landlord on February 11, 2024.

The Landlord then served their Notice on the Tenant, the Tenant's company, and the Tenant's Agent by Registered Mail on February 11, 2025, and a review of tracking information provided confirms that all packages were collected on February 13, 2025.

Both parties agreed that they were served with Notice as described.

Service of Evidence

The Tenant stated that they served three packages of documents to the Landlord, of which the Landlord stated that the final package was received less than 14 days prior to the day of the teleconference hearing. The Landlord agreed that they would inform me during the hearing if and where the tenant referred to documentary evidence that was included in that final package because RTB Rules of Procedure require that I can only considered evidence served in accordance with the Rules, in my Decision making.

The Tenant stated that they served copies of their videos to the Landlord on a "memory stick" and the Landlord stated that they were unable to access those videos. The Tenant stated that they did not know that they had to confirm access to the memory stick.

I therefore find that I cannot consider the Tenant's videos in my decision making due to their failure to prove that they satisfied the requirements of RTB Rule of Procedure 3.10.5.

The Landlord stated that they served their evidence in response to the Tenant's claim in a single package, and that they served the evidence for their claim in the packages that were sent with Notice of the Claim.

The Tenant stated that they received the Landlord's documentary evidence as described.

Preliminary Matters

The Tenant in this dispute is a recognized occupant of the residential property, but they are not a tenant of record. I used my discretion under RTB Rule of Procedure 7.7 and 7.5 to therefore remove E.B. as a named Tenant in this dispute.

The Landlord sought to increase their monetary claim from \$20,000.00 to \$60,000.00 to reflect the Tenant's failure to pay \$20,000.00 in monthly rent for February and March 2025, the additional month of unpaid rent waiting for this hearing.

Residential Tenancy Branch Rules of Procedure, Rule 7.12, states that in circumstances that can reasonably be anticipated, such as when the amount of rent owing has increased since the time the Application for Dispute Resolution was made, the application may be amended at the hearing.

I allow the amendment as this was clearly rent that the Tenant would have known about and resulted since the Landlord submitted the application.

I used my discretion under section 64(3)(c) of the Act to remove the Tenant's claim to challenge a One-Month Notice to End Tenancy for Cause because I find for reasons explained below, this tenancy is ending in response to a 10-Day Notice to End Tenancy dated January 30, 2025.

Issues to be Decided

- Is the Tenant entitled to an Order canceling Landlord's 10 Day Notice to End Tenancy for Unpaid Rent (10 Day Notice) under sections 46 and 55 of the Act, or
- Is the Landlord entitled to an Order of Possession based on the 10 Day Notice?
 - Is the Landlord entitled to a Monetary Order for unpaid rent?
- Is the Tenant entitled to a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act
- Is the Tenant entitled to an order regarding the Tenant's dispute of a rent increase by the Landlord under section 41 of the Act
- Is the Tenant entitled an order for the Landlord to make repairs to the rental unit under sections 32 and 62 of the Act
- Is the Tenant entitled an order for the Landlord to provide services or facilities required by law under section 27 of the Act
- Is the Tenant entitled an order to suspend or set conditions on the Landlord's right to enter the rental unit under section 70(1) of the Act
- Is the Tenant entitled an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 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 award requested?

- Is either Party entitled to authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

Background and Evidence

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

The residential property is a three-storey, 16,000 square foot, 8-bedroom, 15-bathroom house that was constructed by the Landlord in 2014, currently valued at more than 15 million dollars as seen in the evidence from BC Assessment provided by the Landlord.

The parties agreed that they signed a fixed term tenancy agreement on May 26, 2023, that started July 1, 2023, and was to run through to June 30, 2026.

The Landlords collected \$10,000.00 security deposit and \$10,000.00 Pet damage deposit and the parties agreed that monthly rent is \$20,000.00 with the Tenants responsible for utilities, including water and sewer which are billed quarterly from the Landlord, in addition to monthly rent.

The Landlord stated that they manage 250 properties for clients.

The parties agreed that the Tenant has not paid rent for January, February or March 2025. The Landlord stated that they are currently owed \$60,000.00 in rent and that they need an Order of Possession as soon as possible to mitigate losses for their client who owns the residential property.

The Tenant stated that they got legal advice that told them they could withhold rent from the Landlord. The Tenant also stated that this was their first application to the RTB and that the Tenant does not currently have an order from the RTB ordering them to withhold rent from the Landlord.

The Landlord issued a 10-Day Notice to End Tenancy dated January 30, 2025, on an RTB-30 to the Tenant on the day that it was issued, by email to a pre-agreed email address. This Notice shows that \$20, 000.00 was owed on January 1, 2025, and that the Tenants are to vacate the rental unit by February 12, 2025.

The Tenant referred to a Notice from the Landlord to Increase Rent starting January 2025 by 600.00. The Landlord stated that they issued this Notice because they thought that they could increase rent every 12 months and that they did not realize this clause does not apply to fixed term tenancies.

The Tenant requested \$35,000.00 in compensation from the Landlord and stated that they actually have a claim for \$75,000 but that they reduced it to stay within the financial limits of the RTB.

The parties agreed that there was a water leak at the residential property in January 2024 that impacted the bedroom over the garage on the side wing of the house. The Landlord stated that all issued were restored by April 2024 and that the delay was due to insurance.

The parties also agreed that a basement bedroom and bathroom were also found to have experienced a water event at the same time after they were inspected by the Landlord's insurance. The Landlord stated that this section of the property was also restored in April 2024, however, stated that they have yet to fully finish the ceiling of the bathroom area or install the vanity and agreed that the Tenant's photo of a taped off doorway, accurately represents this portion of the residential property.

The Tenant is claiming compensation for what they describe as the loss of 1/3 of the useable space of the residential property claiming that they have not been able to use the basement at all since this water event. The Landlord stated that the basement alone is probably 5000 square feet of space within the residential property.

The Tenant requested that the Landlord restore the basement of the residential property to remove the mould that is currently present. The Tenant stated that they cannot afford the \$13,000.00 needed to properly document the presence of mould, that the Tenant alleges is "in the walls". No photos of mould were provided as evidence.

The Tenant is also claiming an unspecified amount of compensation for what they described as "higher than average" water bills and referred to general information they received from the local municipality and submitted as evidence. They claimed that there is likely a leak underground the residential property and argued that the Landlord is refusing to investigate the issue and or compensation the Tenant.

The Landlord stated that water and sewage usage is metered in the municipality because a small home would have significantly different usage than this residential property, especially in the summer because of the pool and assorted irrigation requirements at this residential property that rents for \$20,000.00 a month.

The parties agreed that the Landlord recently replaced the sump pumps in the property.

The Tenant alleged that there is unfinished excavation at the property which the Landlord denied.

The Tenant alleged that the small kitchen in the residential property is damaged and that the frame of the main exit door is damaged from the water. The Tenant stated that there are two kitchens in the residential property and that they like to cook smelly oily foods from this smaller kitchen to minimize the impact on the rest of the house.

The Landlord denied any knowledge of the alleged damage.

The Tenant referred to a letter submitted as evidence from a Doctor attributing their health issues to mould in the residential property and testified that they have been unable to use the basement due to these mould and smell concerns. The Tenant also referred indirectly to proof of text messages with a plumber in support of their claim.

The Tenant claimed that they have had to dispose of expensive high quality furniture because of mould damage (selling a \$17,000.00 sofa for \$2,000.00) and argued that they have been unable to use the Porsche charger in the garage at the residential property because it is so full of their furniture, which also entitle the Tenant to compensation.

The parties agreed that the Tenant rented the residential property furnished and the Tenant argued that the basement was unfurnished which is why the Tenant brought their own furniture to the residential property.

The Landlord stated that the Tenant previously contacted them about this extra furniture and never disclosed mould. They also stated that the Tenant never documented their requests for repairs or their mould concerns in writing to the Landlord prior to this RTB proceeding. The Landlord stated that they have acted promptly when issues are raised because this residential property is a significant asset to for their client.

The Landlord testified that they believe the Tenant is only making these claims now because the Landlord issued the January 30, 2025, Notice to End Tenancy and is pursuing the Order of Possession.

The Tenant was unable to refer to specific documentary evidence during the hearing when asked for evidence of them Tenant previously putting their requests for repairs in writing for the Landlord, prior to this RTB Dispute Resolution application.

The Landlord referred to their written submission and stated that they have calculated a partial credit to the Tenant for loss of space during this tenancy for reasons documented related to the January 2024 water event, and also testified that the Owner credited the Tenant for extra water charges as a result of the January 2024 water event.

The Landlord stated that they have never been asked and have never given permission to the Tenant to rent out any portion of the residential property to others.

The Tenant repeatedly stated that they are paying \$20,000.00 a month for rent and so they should be entitled to use the full property all the time, even if it is just the Tenant and their teenage son living in the residential property. The Tenant stated that their teenage daughter is going to university/college and no longer lives at home.

The Tenant states that they like to entertain and have family over at the property, but they can no longer do this because of the state of the residential property as claimed by the Tenant, as well as due to the alleged smell of the basement.

The Tenant repeatedly testified that money is not an issue and that they want to continue living in the residential property.

Analysis

When two parties to a dispute provide equally possible accounts of events or circumstances related to a dispute, the party making the claim has responsibility to provide evidence over and above their testimony to prove their claim as required by RTB Rule of Procedure 6.6.

The Landlord is responsible for establishing on the balance of probabilities that they generated and served a valid Notice to End Tenancy on the Tenant,

Is the Tenant entitled to an Order Dispute a Rent Increase?

The Tenant provided evidence of an RTB-7 Notice of Rent Increase served by the Landlord on January 21, 2025, indicating that rent is to become \$20,600.00 from May 1, 2025.

I find that the Landlord incorrectly issued this Notice of Rent increase because the parties signed a fixed term tenancy agreement through to 2026 with a set rate of rent.

I therefore approve this request from the Tenant and confirm that the Tenant's rate of monthly rent remains \$20,000.00 until this tenancy ends because the parties signed a fixed term agreement, and I order that this tenancy is ending prior to May 2025.

Is the Landlord entitled to an Order of Possession based on the 10 Day Notice?

Section 46 of the Act states that upon receipt of a 10 Day Notice the tenant must, within five days, either pay the full amount of the arrears as indicated on the 10 Day Notice or dispute the 10 Day Notice by filing an Application for Dispute Resolution with the Residential Tenancy Branch.

If the tenant(s) do not pay the arrears or dispute the 10 Day Notice they are conclusively presumed to have accepted the end of the tenancy under section 46(5), on the effective date of the Notice.

I find that the 10 Day Notice was served to the Tenant's to a pre-agreed email address on January 30, 2025, because that was the day the Tenant wrote on their application that the Notice was received.

This meant that the Tenant had until February 4, 2025, to dispute the 10 Day Notice or to pay the full amount of rental arrears.

I find that the Tenant started that RTB Application to dispute this Notice on February 3, which was then completed on February 6, 2025.

Based on the evidence before me, I find that the Tenant failed to pay any rent within five days of receiving the 10 Day Notice.

I now provide my analysis of the validity of the 10-Day Notice dated January 30, 2025, according to the three-part test outlined:

- 1) Compliance with section 52 of the Act
 - a. I find that this Notice complies with section 52 of the Act because it used a template RTB-30 and is fully completed.
- 2) Service as required by section 88 or the Regs
 - a. I find that Service to a pre-agreed email is accepted means of service under section 43 and 44 of the Regulations
- 3) Grounds for the Notice
 - a. The parties agreed that rent has not been paid for the three months of January, February or March 2025 and that the Tenant continues to occupy the residential property.
 - b. I therefore find that the Landlord was owed \$20,000.00 when this Notice was issued and had grounds to issue this Notice under section 46 of the Act.

With all three parts of the test for validity satisfied, I find that the Landlord is entitled to an Order of Possession under section 55(1) and 55(2) of the Act, based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities (10 Day Notice) under sections 46 and 55 of the Act.

I therefore dismiss the Tenant's request to challenge the 10-Day Notice and do not give leave to reapply.

I make the Order of Possession effective seven (7) days after service in accordance with RTB Policy Guideline 54 because I find that:

- The Landlord is owed a substantial amount of money because three months of rent set at \$20,000 a month have remained unpaid.
- The monthly rate of rent that was previously paid successfully during 2023 and 2024, is a substantial amount and so I find that the Tenant should be able to promptly find alternative living arrangements across a large possible range of budget options.
- The parties agreed that the portions of the residential property being used are furnished and so this should reduce stress and challenges of moving for the Tenant.
- The Tenant's son is a teenager which should mean that they can be actively engaged in and supportive of the move.

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

Section 26 of the Act states that a tenant must pay rent to the landlord, regardless of whether the landlord complies with the Act, regulations or tenancy agreement, unless the tenant has a right to deduct all or a portion of rent under the Act.

Based on the evidence before me, I find that the Landlord has established a claim for unpaid rent owing of \$60,000.00 because the parties agreed that they signed a fixed term tenancy agreement that set rent at \$20,000.00 a month and rent has not been paid for the three months of January, February, and March 2025.

Regarding the legality of the Landlord's claim for \$60,000.00 within the context of this Cross Application for Dispute Resolution, I note as shown in RTB Policy Guideline 27, that the Small Claims limit of \$35,000.00 applies to Landlord claims for unpaid rent, but it does not apply to awards for rent under 55(1.1) of the Act after the Tenant challenge of a 10-Day Notice is unsuccessful.

I therefore find that the Landlord is entitled to \$60,000.00 Monetary Order for unpaid rent under section 67 of the Act, and I provide this order as required by section 55(1.1) of the Act because the Tenant's challenge of the Notice was unsuccessful, and I am awarding the Landlord with an Order of Possession as discussed above.

$\$20,000.00 \times 3 = \$60,000.00$

For clarity, I award rent for the full month for March to the Landlord because I find it highly likely that Landlord will regain possession of this rental unit closer to April 2024 despite the 7 Day Order of Possession issued in this decision.

Is the Tenant entitled to a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act

The Tenant is claiming \$35,000.00 in compensation from the Landlord, related to what they claim is the Landlord's failure to complete required repairs at the residential property.

As seen in section 32(1) of the Act:

32 (1)A landlord must provide and maintain residential property in a state of decoration and repair that

(a)complies with the health, safety and housing standards required by law, and

(b)having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

Specific to the residential property that is the subject of this dispute, the parties agreed that the Tenant and their family are the sole occupants of the three-storey, 16,000 square foot residential property that contains 8-bedrooms and 15-bathrooms.

This property is currently assessed at more than \$15,000,000.00 (million) which as the Landlord testified as property manager, is a significant asset for their client.

I therefore find in consideration of the monthly rent charged for this high-quality property constructed in 2014, that the obligation of the Landlord under 32(1) of the Act is to maintain the residential property according to the highest standards.

That said, the RTB does not expect Landlords, particularly professional property managers of #250 properties to be mind-readers, which is to say, that if and where repairs are required, Tenants are required to put these requests in writing and provide the Landlord a reasonable amount of time to respond to these requests in accordance with RTB Policy Guideline 1.

I reviewed the Tenant's multi-piece evidence package which consists of various items, including a few pictures, various screen shots of text messages, some pictures from undefined locations in the residential property, and other assorted documents, including a demand letter written from the Tenant to the Landlord, dated February 5, 2025, where the Tenant sets out:

Conclusion:

In light of these concerns, we kindly request the following:

- 1. A 30% rent reduction for the past year (January 2024 to January 2025), amounting to \$72,000 (30% of \$240,000 total rent).
Application of this amount (\$72,000) toward my current rent payments.**
- 2. A further 30% reduction in future rent payments until repairs are fully completed.**
- 3. Clarification and adjustment of water bills, including any applicable municipal reductions.**

I note the Tenant's testimony that they reduced their claim for compensation to \$35,000 to stay within the financial jurisdiction of the RTB. As noted previously, I did not review the Tenant's video evidence in my decision making because I was not satisfied that the Tenant served this video evidence as required by the RTB Rules of Procedure.

Regarding the portion of the Tenant's claim that relates to a request to reduce rent for repairs not completed, I find that the Tenant putting their requests in writing to the Landlord at the same time they make an application to the RTB for Dispute Resolution, does not give the Landlord time to investigate or respond to concerns.

I also find that the Tenant's actions in making a February 2025, application for a water event that was otherwise resolved in April 2024 according to the Landlord, means that the Tenant failed to mitigate their losses as required by section 7 of the Act.

I nevertheless recognize the Landlord's calculations provided in response to the Tenant's application where they identified a potential refund to the Tenant for rent paid during the months of January -April 2024, to compensate the Tenant for loss of use of the areas impacted by the water event became unusable.

Regarding the impacted bedroom over the garage, and the garage area, the Landlord writes:

The work was completed after 92 days on April 18, 2024. Confirmation of completed work was sent to insurance adjuster on April 19th via email, please see **Exhibit 12(a)**. The approximate areas that were affected were approximately 967.68 sq feet which represents less than 6.5% of the total sq footage of the home. If we calculate 6.5% off the total rental rate of \$20,000 per month times x 3 months, it would be \$3900 dollars of compensation we would agree to provide the Tenant.

Then regarding the bedroom/ensuite in the basement that was also found to be impacted and the parties agreed has remained taped off since April when repairs were primarily completed but the Landlord did not finish patching the hole in the ceiling or installing the vanity, the Landlord writes:

I would agree that since January 22, 2024, until the present time the ensuite could not be used by the Tenant. I would also agree that since January 22, 2024 – April 18, 2024, the Tenant could not use the downstairs bedroom until the flooring was changed. I do not have the full measurements but this is a smaller bedroom than the one located above the garage so I would estimate that the bedroom would be approximately 130 sq feet + ensuite 20 sq feet for a total of 150 sq feet total. Based on my calculations, if we subtracted 150 sq feet of the total interior house sq footage of 15,462 sq feet it would be roughly 1% of the total sq footage of the home. 1% of the \$20,000 per month rental rate would be \$200 per month. We would agree to provide the Tenant compensation of 1% (\$200 from January 2024 until March 2024 (15 Months) for a total of \$3000.

I therefore find based on the Landlord's submission that the Tenant is entitled to \$3,900.00+ \$3000.00 = \$6,900.00 as compensation for loss of use of space as contemplated by the language provided in section 27(2) of the Act as compensation for loss of facilities during this tenancy.

Regarding the portion of the Tenant's claim related to the requested reimbursement of water fees, I find that the Tenant only provided evidence of an invoice dated June 30, 2024, as well as evidence of a January 30, 2025, Demand Letter from the Landlord which provides:

Details of Unpaid Utilities:

WV Quarterly City Utilities:

Q2 2024 – \$1373.55

Q3 2024 – \$3354.18

Q4 2024 – Will provide you with this bill and updated amount owing when received.

Payment Deadline: February 28, 2025.

I find that this is inadequate evidence for me to consider the substance of the Tenant's claim that water billing is incorrect, and reflective of any underground leak as suggested by the Tenant.

Rather, I find that I agree with the Landlord and their statement that the Tenants use substantially more water in the summer months when utilizing the pool irrigating the landscaping which by itself would cause the substantially different charges by quarter for water and sewer.

I therefore dismiss this portion of the Tenant's claim for compensation and do not give leave to reapply.

Likewise, regarding the unspecified portion of the Tenant's claim related to compensation for high quality furniture they state that they have since disposed of due to alleged mouldy condition of the basement, I find that the Tenant has failed to provide the full particulars of this portion of their claim and so I dismiss it under 59(5) of the Act because a picture of furniture stored in a garage, does not by itself satisfy the 4-point text for loss required by RTB-Policy Guideline 16.

Likewise, I find that the Tenant's evidence of a January 29, 2025, letter from a medical provider regarding allergies, absent of a further medical note definitively confirming that documented allergic reactions were the specific result of a specific strain of documentable mould found within the approximately 10-year-old residential property, to be irrelevant.

I therefore dismiss this portion of the Tenant's claim and do not provide leave to reapply.

In sum, I order under section 67 of the Act that the Tenants are entitled to \$6,900.00 as compensation for loss of certain portions of the residential property during this tenancy, and I dismiss the remainder of the Tenant's claim and do not give leave to reapply.

Is the Tenant entitled an order for the Landlord to make repairs to the rental unit under sections 32 and 62 of the Act

I dismiss this portion of the claim and do not give leave to reapply because:

- A) I find that this tenancy is ending and
- B) The Tenant failed to establish on the balance of probabilities that essential repairs are immediately required.
- C) I find that two persons in a 15-bathroom house can certainly make do with the 14 bathrooms that are currently functional until this tenancy ends.

Regarding the portion of the Tenant's claim related to accessing the Porsche charger, I find that the Tenant failed to submit the full particulars of this request because no relevant documentary evidence was provided in support of the claim, and so I dismiss this part of the claim under 59(5) of the Act.

Likewise, regarding the portion of the Tenant's claim regarding plumbing repairs, I find that the parties agreed that the sump pumps at the property were recently replaced. I find that the Tenant failed to provide the full particulars of this portion of the claim and dismiss it under 59(5) of the Act because I find that the Tenant's evidence of isolated texts which someone who is said to be a plumber, cannot be considered verifiable evidence of a legitimate need for repairs within the residential property.

Is the Tenant entitled an order for the Landlord to provide services or facilities required by law under section 27 of the Act

Similar to my reasons provided in response to the Tenant's claim for repairs, I dismiss this portion of the Tenant's claim and do not give leave to reapply.

Regarding the portion of the Tenant's claim related to accessing the Porsche charger, I find that the Tenant failed to submit the full particulars of this request because no relevant documentary evidence was provided and so I dismiss this part of the claim under 59(5) of the Act.

Is the Tenant entitled an order to suspend or set conditions on the Landlord's right to enter the rental unit under section 70(1) of the Act

This tenancy is ending and so I dismiss this part of the claim and do not give leave to reapply as I found no merits to the majority of the Tenant's claims.

Is the Tenant entitled an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act

This tenancy is ending and so I dismiss this part of the claim and do not give leave to reapply as I found no merits to the majority of the Tenant's claims.

Is the Landlord entitled to retain all or a portion of the Tenant's security deposit in partial satisfaction of the monetary award requested?

Under section 38 and 72 of the Act, I allow the Landlord to retain the Tenant's security deposit of \$10,000.00, in partial satisfaction of the \$60,000.00 monetary award for rent.

I do not award the value of the pet damage deposit or consider the merits of the Landlord's claim against this pet damage deposit, because as seen in RTB Policy Guideline 17 and 31, pet damage deposits can only be held by the landlord for damage caused by pets in the residential property AFTER the landlord satisfies all required criteria for retaining the deposit.

Is either Party entitled to recover the filing fee for this application from the other?

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

The Tenant was only minorly successful in this application and so I dismiss their request to recover the filing fee and do not provide leave to reapply.

Conclusion

I grant an Order of Possession to the Landlord **effective seven (7) days after service of this Order on the Tenant(s)**.

Should the Tenant(s) or anyone on the premises fail to comply with this Order by 1PM on the day the Notice is effective as required by section 37(1) of the Act, this Order may be filed and enforced as an Order of the Supreme Court of British Columbia.

I grant the Landlord a Monetary Order in the amount of **\$43,200.00** under the following terms:

Monetary Issue for Landlord	Granted Amount
a Monetary Order for unpaid rent under section 67 of the Act	\$60,000.00
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	-\$10,000.00
authorization to recover the filing fee for this application from the Tenant under section 72 of the Act	\$100.00
Total Amount	\$50,100.00
Minus award to Tenant as Compensation for Loss	\$6,900.00
Final Award to Landlord	\$43,200.00

The Landlord is provided with this Order in the above terms and the Tenant(s) must be served with **this Order** as soon as possible.

Should the Tenant(s) fail to comply with this Order, this Order may be filed and enforced in the Provincial Court of British Columbia (Small Claims Court) if equal to or less than \$35,000.00. Monetary Orders that are more than \$35,000.00 must be filed and enforced in the Supreme Court of British Columbia.

The Tenant's application for an order regarding the Tenant's dispute of a rent increase by the Landlord under section 41 of the Act, was successful and I confirmed that monthly rent remains \$20,000.00 until this tenancy ends.

The Tenant's application for an order for the Landlord to make repairs to the rental unit under sections 32 and 62 of the Act, is dismissed without leave to reapply.

The Tenant's application for an order for the Landlord to provide services or facilities required by law under section 27 of the Act, is dismissed without leave to reapply.

The Tenant's application for an order to suspend or set conditions on the Landlord's right to enter the rental unit under section 70(1) of the Act, is dismissed without leave to reapply.

The Tenant's application for an order requiring the Landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act, is dismissed without leave to reapply.

The Tenant's application to recover the filing fee for this 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 Act.

Dated: March 5, 2025

Residential Tenancy Branch