



DECISION

Introduction

This hearing dealt with two applications pursuant to the *Residential Tenancy Act* (Act). The Landlord's application for:

- a Monetary Order of \$3,280.00 for unpaid rent under section 67 of the Act
- a Monetary Order of \$300.00 for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement 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

And the Tenant's application for:

- A Monetary Order of \$2,000.00 for compensation for monetary loss or other money owed under the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

Those listed on the cover page of this decision attended the hearing and were affirmed. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package) and Evidence

As both parties confirmed service of the Proceeding Package and documentary evidence, I find both parties were served with the required materials in accordance with the Act.

Preliminary Matters

At the outset of the hearing Agent ES (ES) for the Landlord provided the full legal name of the Landlord as listed on the Tenancy Agreement (TA).

Based on the testimony provided, the TA, and as per Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 7.12, I amended the Tenant's application to include the correct name of the Landlord.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order for unpaid rent, and for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act?

Is the Landlord entitled to recover the filing fee?

Is the Tenant entitled to a monetary order for compensation for monetary loss or other money owed under the Act?

Is the Tenant entitled to recover the filing fee?

Is the Landlord entitled to retain all of the Tenant's security deposit in partial satisfaction of the Monetary Order requested under section 38 of the Act, or is the Tenant entitled to the return of the security deposit that the Landlord is retaining without cause?

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.

Both parties agreed that this tenancy began on February 15, 2024. The Tenancy Agreement (TA) was submitted in evidence. The TA shows a fixed term ending on January 31, 2025. Both parties agreed that the Tenant vacated the rental unit on January 31, 2025. The monthly rent of \$3,280.00 was due on the first day of each month. On February 9, 2024, the Tenant paid a security deposit of \$1,640.00.

On February 14, 2024, the parties completed the move-in Condition Inspection Report (CIR). On January 31, 2025, the parties completed the move-out CIR. On January 6, 2025, the Tenant provided their forwarding address in writing to the Landlord.

The Landlord is seeking a monetary order as follows:

Item 1 - \$3,280.00, for unpaid rent due on February 1, 2025. ES testified that on January 4, 2025, the Tenant provided their notice to end tenancy (Tenant Notice), which was submitted in evidence. ES stated that any prior communication from the Tenant indicated they were contemplating end of tenancy, or was the Tenant's attempt to seek reduced rent and continue with the tenancy. ES stated that they immediately responded to those emails from the Tenant. The Landlord seeks \$3,280.00 based on improper and insufficient notice to end tenancy.

ES testified that on January 5, 2025, they advertised the rental unit for re-rental purposes. ES stated that they secured a new tenancy with the effective date of April 1, 2025, at lowered monthly rent of \$3,000.00.

The Tenant testified that on December 31, 2025, they provided their Tenant Notice. The Tenant stated that they were contemplating options and ES failed to return their messages. The Tenant stated that there was lack of clarity from ES.

Item 2 - \$300.00, for the fee charged by the rental management company to the Landlord. ES referred to the Rental Property Management Agency Agreement that was submitted in evidence, to show they charged the Landlord the fee of \$300.00. ES stated that the Tenant was responsible for the current dispute and they claim \$300.00 from them.

The Tenant testified that they were under considerable stress and financial hardship due to the current dispute before me.

The Tenant seeks a monetary order as follows:

Item 1 - \$2,000.00, for loss related to no laundry services. The Tenant testified that they were without washer and dryer services for a two month period from October 2024 to November. The Tenant submitted in evidence a message they sent to ES, dated December 2, 2024. The Tenant testified that they relied on uber services and had to access a washer and dryer outside of the rental unit.

The Tenant stated that they estimated total loss of \$2,000.00 based on uber payments and laundry costs.

ES testified that the on December 1, 2024, the Tenant first informed them of an issue with their washer and dryer, to which they immediately responded on December 2, 2024. ES stated that they acted on the matter and provided the model and service number to their appliance company, for follow up and service purposes.

ES stated that on December 10, 2024, and December 18, they again communicated with the Tenant and provided an update about communication between the Tenant and the technician. ES stated that the technician was unable to reach the Tenant. ES stated that they sent another email to the Tenant on December 29, 2024, with a final update, after which point the Tenant never raised the issue with the washer or dryer.

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, which is more likely than not, I find the following:

Test for damages or loss

In a claim for damage or loss under the Act or tenancy agreement, the claiming party has to prove, with a balance of probabilities, four different elements:

First, proof that the damage or loss exists, **second**, that the damage or loss occurred due to the actions or neglect of the respondent in violation of the Act or agreement, **third**, verification of the actual loss or damage claimed and **fourth**, proof that the party did whatever was reasonable to minimize their loss.

Where the claiming party has not met each of the four steps, the burden of proof has not been met and the claim fails.

Where one party provides a version of events in one way, and the other party provides an equally probable version of events, without further evidence, the party with the burden of proof has not met the onus to prove their claim and the claim fails.

Section 45(2) of the Act states that a tenant may end a fixed term tenancy by giving the landlord notice to end the tenancy effective on a date that is not earlier than one month after the date the landlord receives the notice, is not earlier than the date specified in the tenancy agreement as the end of the tenancy, and 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.

Residential Tenancy Policy Guideline 30 (PG 30) provides guidance on fixed term tenancies. It states:

- A tenant who wants to end the tenancy at the end of the fixed term, must give one month's written notice. For example, if the fixed term expires on June 30th, the tenant must ensure the landlord receives the tenant's notice to end the tenancy by May 31st

Is the Landlord entitled to a monetary order for unpaid rent, and for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act?

I find that the Landlord has established a claim for unpaid rent owing in the amount of \$3,280.00 for February 1, 2025.

In this case, the Tenancy Agreement shows a fixed term tenancy that, at the end of the fixed term, continues on a month-to-month basis. I find the parties are bound by the obligations of this signed contract.

In order to end the fixed term tenancy by January 31, 2025, I find the Tenant was obligated to provide notice to end tenancy no later than December 31, 2024, and they failed to do so. I find the Tenant must pay rent of \$3,280.00, for February 1, 2025.

Upon review of the documentary evidence, I do not accept the communication of December 31, 2024, or January 1, 2025, as proper notice to end the tenancy. I find this communication explained the Tenant's position in contemplating an end to the tenancy or to negotiate reduced rent for a continued tenancy. I find the communication was not official notice to end the tenancy. In this case, the evidence shows that the official notice to end the tenancy was provided by the Tenant on January 4, 2025.

Although the Tenant argued there was a delay due to the lack of response or clarity from Agent ES, I find this does not excuse them from their responsibility and requirement to provide proper notice to end tenancy. I find it was the Tenant's responsibility to engage in discussions prior to and to make an informed decision about their notice to end tenancy.

Further, I find the Landlord took action to minimize their loss by immediately taking steps to re-rent the rental unit. The Landlord was successful in securing a tenancy with the start date of April 1, 2025, at lowered monthly rent of \$3,000.00.

Section 67 of the Act states that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party.

Therefore, I find the Landlord is entitled to a Monetary Order for unpaid rent under section 67 of the Act, in the amount of \$3,280.00.

I decline to award the amount of \$300.00 for the fee charged by the rental management company. I find the Landlord was responsible for this cost as per their arrangement with the rental management company. As such, this claim is dismissed without leave to reapply.

Is the Landlord entitled to recover the filing fee?

As the Landlord was successful in their application, I grant the Landlord the \$100.00 filing fee paid for this application under section 72 of the Act.

The Landlord is entitled to a monetary award in the amount of \$3,380.00 as follows:

- \$3,280.00, for unpaid rent for February 2025
- \$100.00 for the cost of the filing fee

Is the Tenant entitled to a monetary order for compensation for monetary loss or other money owed under the Act?

Based on the evidence before me, the testimony of the parties, and on a balance of probabilities, I find that the Tenant has not established their claim of \$2,000.00 for monetary loss or money owed under the Act.

I find the evidence before me supports a washer and dryer issue in December 2024. In this case, I find the Landlord acted immediately in addressing the issue. Thereafter, the Tenant did not raise any concerns, which I would expect if the issue continued for the Tenant.

Further, I find the Tenant did not prove that loss occurred, or the amount of or value of the loss. Without detailed testimony or documentary evidence to support the claimed loss, I decline to award the overall amount of \$2,000.00.

For the above noted reasons, this claim is dismissed without leave to reapply.

Is the Tenant entitled to recover the filing fee?

As the Tenant was unsuccessful with their application, I decline to grant the filing fee.

Is the Landlord entitled to retain all of the Tenant's security deposit in partial satisfaction of the Monetary Order requested under section 38 of the Act, or is the Tenant entitled to the return of the security deposit that the Landlord is retaining without cause?

Section 38 of the Act states that within 15 days of either the tenancy ending or the date that the landlord receives the tenant's forwarding address in writing, whichever is later, a landlord must repay a security deposit to the tenant or make an application for dispute resolution to claim against it.

On January 6, 2025, the Tenant provided their forwarding address in writing to the Landlord. I find the tenancy ended on January 31, 2025, when the Tenant vacated the rental unit. As the Landlord made their application on February 6, 2025, I find that the Landlord did not make their application within 15 days of the tenancy ending.

The security deposit of \$1,640.00 has accrued \$44.20 in interest. The Landlord holds the total security deposit of \$1,684.20. Under section 72 of the Act, I allow the Landlord to retain the Tenant's security deposit of \$1,684.20 in partial satisfaction of the monetary award.

Conclusion

I grant the Landlord a Monetary Order in the amount of **\$1,695.80** under the following terms:

Monetary Issue	Granted Amount
A Monetary Order for unpaid rent	\$3,280.00

Authorization to retain all of the Tenant's security deposit plus interest in partial satisfaction of the Monetary Order requested under section 38 of the Act	-\$1,684.20
To recover the filing fee for this application from the Tenant under section 72 of the Act	\$100.00
Total Amount	\$1,695.80

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

The Tenant's application is dismissed in its entirety, 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: April 23, 2025

Residential Tenancy Branch