



Dispute Resolution Services
Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

DECISION

Introduction

This hearing dealt with crossed Applications for Dispute Resolution under the Residential Tenancy Act (the Act). The Landlord applied on February 14, 2025 and claims:

- I want to recover the money for the unpaid rent and/or utilities - request to retain security and pet damage deposit
- I want compensation for my monetary loss or other money owed - request to retain security and/or pet damage deposit
- I want to include a request for the tenants to pay me back for the cost of the filing fee

The Tenants filed their Application on February 27, 2025. It includes these claims:

- I want my security and pet damage deposit returned that the landlord is retaining without cause
- I want to include a request for the landlord to pay me back for the cost of the filing fee

The initial hearing scheduled for April 14, 2025 was adjourned as the hearing did not complete within the allotted time. The hearing was reconvened on May 14, 2025.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package) for the Landlord's application

The Landlord testified that the Proceeding Package was served on the Tenants by registered mail on February 20, 2025. The Tenants confirmed they received the Proceeding Package on or about February 21, 2025. Accepting this, I find the Tenants were served on February 20, 2025, by registered mail in accordance with section 89(1) of the Act.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package) for the Landlord's application

The Tenants testified that their Proceeding Package was sent to the Landlord by registered mail on February 27, 2025, and that the package was delivered on March 3, 2025. The Landlord confirmed receiving the Tenants' Proceeding Package indicating that a tenant in the building left the package outside her door. Accepting this, I find the Landlord was sufficiently served in accordance with the Tenants' evidence under section 71(2) of the Act.

Service of Evidence

Based on the submissions before me, I find that the Tenants' evidence was sufficiently served on the Landlord in accordance with section 71(2) of the Act.

Based on the submissions before me, I find that the Landlord's evidence was sufficiently served on the Tenants in accordance with section 71(2) of the Act.

Preliminary Issue – Jurisdiction

I note the tenancy agreement is titled "Roommate Rental Agreement for Bedroom for Rent." The Landlord said the Tenants rented a bedroom in one of the suites in the house. There is another bedroom in the suite. The Tenants have their own private bath, and a shared kitchen and living room in their suite. There are common areas in the house. The Landlord said she lives on the bottom floor of the building, and she has access to the kitchen and bathroom in any of the suites in the house because she would sometimes sit and have coffee with the tenants. The Landlord said she has bladder and bowel problems and cannot make it to her suite on the bottom floor, therefore, she has access to the bathroom.

Section 4(c) of the Act states that the Act does not apply to living accommodation in which the tenant shares bathroom or kitchen facilities with the owner of that accommodation.

Based on the testimony of the parties and the tenancy agreement, I find that while the Landlord has access to the bathroom and kitchen in the suites and the Landlord may use the bathroom when necessary, the Tenants do not share the bathroom or kitchen with the Landlord/owner. Therefore, I find the RTB has jurisdiction to adjudicate this matter.

Issues to be Decided

1. Is the Landlord entitled to a Monetary Order for unpaid rent?
2. Is the Landlord entitled to compensation for monetary loss or other money owed?
3. Is the Landlord entitled to retain all or a portion of the Tenant's security deposit in partial satisfaction of the monetary award requested?

4. Are the Tenants entitled to a Monetary Order for the return of all or a portion of their security and/or pet damage deposit?
5. Is the Landlord entitled to recover the filing fee for the Landlord's application from the Tenants?
6. Are the Tenants entitled to recover the filing fee for the Tenants' application from the Landlord?

Background and Evidence

The Landlord claims unpaid rent in the amount of \$4,837.24.

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

The tenancy agreement states that this tenancy is for a fixed term beginning on August 1, 2024 and ending on November 30, 2024, with a monthly rent of \$2,295.00, due on the 1st day of the month. There is a security deposit in the amount of \$1,097.00 and a pet damage deposit of \$1,097.00. The Tenant said they vacated the rental unit on December 29, 2025. No move-out inspection was conducted.

The security deposit and pet damage deposit have not been returned to the Tenant.

The Tenants said the forwarding address was provided to the Landlord on December 31, 2024, by registered mail.

The Tenants testified that on November 30, 2024 they gave the landlord a written notice to end tenancy on December 31, 2024 ("November 30 Notice"), by posting it on the Landlord's door.

The Tenants testified that they arranged a move-out inspection with the Landlord for December 30, 2024, but the Landlord did not attend that day to conduct the inspection.

The Tenants testified that further attempts were made to reschedule a move-out inspection with the Landlord. The parties rescheduled the inspection for January 30, 2025. The Landlord said she cannot attend the move-out inspection due to health reasons.

The Tenants requested for the return of their security deposit and provided the Landlord with their forwarding address on January 31, 2025, by registered mail. The Tenants said they also provided the forwarding address to the Landlord by text message and handwritten note left at the Landlord's address. The Tenants submitted into evidence a photo of a Canada Post receipt dated January 31, 2025 and tracking record for the package.

The Tenant said they returned the keys to the Landlord on February 7, 2025, by registered mail. The Tenants submitted into evidence a photo of the tracking number and tracking record for the package.

The Tenants acknowledged that their November 30 Notice was not given to the Landlord in time to end the tenancy at the end of December 2024 as it was not deemed to be received until three days later, ie. December 3, 2024, therefore, they accept that they are responsible for January 2025 rent.

The Landlord claims the Tenants owe her \$4,837.24 being the rent and utilities for the months of January 2025 and February 2025.

The Landlord said she has brain fog and does not remember if she received the Tenants' November 30 Notice.

The Landlord said she did not receive the Tenant's forwarding address because the post office held back her mail. She also did not receive the keys that were sent to her by the Tenant.

The Landlord said she has possession of the rental unit because she has an extra set of keys.

The Landlord said the scheduled move-out inspections for December 30, 2024 and January 30, 2025 were pre-move out inspections.

At the hearing, the Landlord refused to provide submissions on why she is seeking February 2025 rent stating she was denied her right to summon witnesses to this hearing per the Interim Decision of April 23, 2025 and therefore has nothing to say.

In the Interim Decision of April 23, 2025, the Landlord's oral request for a summons was declined and was not permitted to submit a request in writing as the Landlord did not explain at the initial hearing on April 14, 2025 why witness testimony is necessary evidence to prove the Tenants' liabilities at the hearing, and the Landlord gave no reason why she did not have sufficient time to prepare witnesses or to request a summons prior to the initial hearing.

Is the Landlord entitled to unpaid rent and utilities?

The Landlord is claiming \$2,418.62 being \$2,295.00 in unpaid rent, \$35.65 in suite hydro, \$19.22 in house hydro, \$4.89 in house water, and \$63.86 for internet for the month of January 2025.

At the hearing, the Tenants agreed to pay for February 2025 rent and utilities in the amount of \$2,418.62.

I make no finding on whether the Tenants breached the Act. Pursuant to section 63 of the Act which authorizes me to record a settlement between the parties, I grant the Landlords a monetary order for \$2,418.62.

Is the Landlord entitled to compensation for monetary loss or other money owed?

The Landlord is claiming \$2,418.62 being \$2,295.00 in unpaid rent, \$35.65 in suite hydro, \$19.22 in house hydro, \$4.89 in house water, and \$63.86 for internet for the month of February 2025.

The Landlord did not provide submissions on why she is entitled to February 2025 rent. The Landlord, as the applicant, bears the onus of proof and is responsible to prove their case. Without submissions from the Landlord on this claim, I am unable to make a determination.

I dismiss the Landlord's claim for February 2025 rent without leave to reapply.

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 35 of the Act, the Landlord was required to conduct a move-out inspection report in accordance with the Act and Regulation. The Landlord did not complete a move-out inspection report.

Under section 36 of the Act, the Landlord extinguished their right to claim against the security deposit for a claim related to the condition of the rental unit by failing to complete a move-out condition inspection report in accordance with the Act and Regulation.

Under sections 38 and 39 of the Act, the Landlord was required to return the pet damage deposit, plus interest, to the Tenant within 15 days of the later of, the end of the tenancy, or the date the Landlord received the Tenants' forwarding address.

I deem the Landlord was notified of the Tenants' notice to end to the tenancy on December 3, 2024, the third day after the notice was posted on the Landlord's door, in accordance with sections 90 of the Act. Therefore, I find the tenancy ended on January 31, 2025. Furthermore, I find that the delay in sending back the keys does not affect the date the tenancy ended because the Landlord failed to attend the rental unit for the move-out inspection when the Landlord said she would. The Landlord knew the Tenants had vacated the rental unit on or about December 29, 2024, and had a set of back-up keys.

I accept the Tenants' submissions that the forwarding address was sent to the Landlord on January 31, 2025, by registered mail. This is corroborated by the Tenants' documentary evidence which includes the Canada Post receipt and tracking details.

Under section 90 of the Act, I deem the Landlord received the forwarding address on February 5, 2025, the fifth day after mailing.

Under section 38(1), the Landlord was required to return the pet damage deposit, plus interest, by February 20, 2025, which is 15 days after February 5, 2025, the date I deemed the Landlord received the Tenants' forwarding address.

The Landlord has not returned the pet deposit, thus under section 38(6) of the Act, the value of the deposit is doubled to \$2,194.00 (2 x \$1,097.00). Interest of \$16.58 is owed on the original value of the deposit.

The total value of the Tenants' pet damage deposit being held by the Landlord is \$2,210.58.

Within 15 days after February 5, 2025, the Landlord was entitled to file a claim against the security deposit for compensation *unrelated to the condition of the rental unit*. As the Landlord filed their application for \$4,837.24 in unpaid rent and utilities prior to February 20, 2025, I find the Landlord applied in time to hold the security deposit until their application for dispute resolution was resolved.

The total value of the Tenants' security deposit is \$1,097.00 + 16.58 (interest) = \$1,113.58.

The total value of the deposits held by the Landlord is \$3,324.16.

Is the Landlord entitled to recover the filing fee for the Landlord's application from the Tenants?

As the Landlord was partially successful in their application, I find that the Landlord is entitled to recover half of their filing fee, \$50.00 filing fee under section 72 of the Act.

Are the Tenants entitled to recover the filing fee for the Tenants' application from the Landlord?

As the Tenants were partially successful in their application, I find that the Tenants are entitled to recover the \$50.00 filing fee paid for this application under section 72 of the Act.

Conclusion

As a result of their settlement agreement, the Landlord is awarded \$2,418.62 in unpaid rent for the month of January 2025. This is set-off by the value of the deposits being held by the Landlord.

I grant the Tenants a Monetary Order in the amount of **\$905.54** under the following terms:

Monetary Issues	
Tenant - security deposit held in trust by Landlord	\$1,097.00
Tenant - interest on security deposit (as of May 27, 2025)	\$16.58
Tenant - pet damage security held in trust by Landlord	\$1,097.00
Tenant - interest on pet damage deposit (as of May 27, 2025)	\$16.58
Tenant - double value of the pet damage deposit	\$1,097.00
Tenant's credit for their filing fee	\$50.00
Total value of Tenant's deposits held by Landlord	\$3,374.16
Landlord – settlement for January 2025 rent and utilities	\$2,418.62
Landlord – award for 50% filing fee	\$50.00
Total monetary award to Landlord	\$2,468.62
Subtract value of deposits held by Landlord	\$3,374.16
Total Amount owed to Tenant by Landlord	\$905.54

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: May 27, 2025.

Residential Tenancy Branch