DECISION

Introduction

This hearing was reconvened from a hearing on April 11, 2025 regarding the parties' Applications for Dispute Resolution under the *Residential Tenancy Act* (the "Act").

The Landlord applied for:

- compensation of $3,662.54 for unpaid rent or utilities under section 67 of the Act;
- compensation of $800.00 for damage to the rental unit under sections 32 and 67 of the Act;
- compensation of $675.00 for monetary loss or other money owed under section 67 of the Act; and
- authorization to recover the Landlord's filing fee from the Tenant under section 72 of the Act.

The Tenant applied for:

- compensation of $14,656.79 for monetary loss or other money owed under section 67 of the Act; and
- authorization to recover the Tenant's filing fee from the Landlord under section 72 of the Act.

An interim decision was issued on April 11, 2025. This decision should be read together with the interim decision.

The Landlord, DD, the Tenant, and BL attended this reconvened hearing. All attendees who gave testimony did so under oath.

Preliminary Matter: Issue Resolved

The parties agreed that they have already resolved the issue regarding the Landlord's claim for compensation of $675.00, which was related to a security deposit held for CG, the Tenant's roommate at the time. Accordingly, I dismiss this claim without leave to re-apply.

Issues to be Decided

Is the Landlord entitled to compensation for rent, utilities, and damage to the rental unit?

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

Are the parties entitled to recover their filing fees?

Background and Evidence

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

The rental unit was the main suite of a house, with four bedrooms. The parties entered into a tenancy agreement for a fixed term commencing on August 1, 2024 and ending on August 1, 2025. The rent was $4,500.00 due on the first day of each month.

The Tenant moved into the rental unit with her child on July 31, 2024. The Tenant subsequently rented out bedrooms to different roommates, including CG who moved in starting in September 2024.

Various disagreements arose between the Tenant and the Landlord as well as DD, the Landlord's partner, property manager, and an investor of the property.

On October 10, 2024, the Tenant served the Landlord with a notice to end the tenancy pursuant to sections 45.1 and 45(3) of the Act, effective October 31, 2024. The Landlord replied that notice for October 31 was not accepted, but the Landlord would consent to the Tenant exiting the lease at the end of November.

On October 28, 2024, the Tenant emailed the Landlord a signed Ending Fixed-Term Tenancy Confirmation Statement in form #RTB-49.

The Tenant vacated the rental unit by October 31, 2024.

The parties were involved in a previous direct request proceeding regarding the return of the Tenant's security deposit (see file number on the cover page).

The Landlord seeks compensation for:

Item	Amount
Loss of Rental Income ($4,500.00 - $1,350.00)	$3,150.00
BC Hydro and Fortis BC	$512.54
Weatherstrip Replacement	$300.00
Carpet Cleaning	$150.00
Wall Repair	$350.00
Landlord's Filing Fee	$100.00

Total	**$4,562.54**

The Tenant seeks compensation for:

Item	Amount
Moving Costs ($582.75 + $971.25)	$1,554.00
Lost Employment Income ($150.93 × 3)	$452.79
Loss of Quiet Enjoyment	$3,000.00
Aggravated Damages	$5,000.00
Lost Rental Income for October and November 2024 ($1,500.00 + $1,800.00)	$3,300.00
Alternate Accommodation	$2,000.00
Tenant's Filing Fee	$100.00
Total	$15,406.79

The Landlord's Position

The Landlord seeks compensation for November rent, less a portion paid by CG, since the Tenant did not give sufficient notice to end the tenancy. The Landlord allowed CG to stay as she had nowhere else to go. The Landlord tried to mitigate loss by renting the remainder of the unit. The Landlord also seeks compensation for BC Hydro and Fortis BC bills.

The Tenant left damage to the walls caused by fixtures she installed. The carpets were stained, smelled like urine, and required cleaning. The door weatherstripping was chewed by an animal and damaged. The Landlord provided quotes from contractors for the repairs and carpet cleaning.

The Tenant's Response and Position

On October 4, 5, and 6, 2024, the Tenant had given the Landlord written notices of failures by the Landlord and DD, acting as the Landlord's agent, to comply with the material terms of the tenancy agreement. The failures to comply with material terms included unilaterally imposing additional restrictions on the tenancy, interfering with the Tenant's right to exclusive possession, and violating the Tenant's right to quiet enjoyment. These failures were not corrected within a reasonable time and the Tenant gave written notice to end the tenancy effective October 31, 2024 under section 45(3) of the Act.

The Tenant did not use the material term language or specify a deadline as required in Residential Tenancy Policy Guideline 8. However, the policy guideline is policy and not

law. The Tenant met the requirements under section 45(3) of the Act. The Tenant had clearly communicated the problems to the Landlord. Instead of addressing the Tenant's concerns, the Landlord escalated by renewing the threat of eviction, making inflammatory allegations, and using personal attacks. When the Landlord signed a new tenancy agreement with CG, it made the problem irreparable and any deadline irrelevant. The Teant felt unsafe with the Landlord's level of anger when he entered the house on October 10, 2024.

In the alternative, if it is determined that the tenancy did not end until November 30, 2024, then the Tenant claims lost rental income of $1,800.00 for November 2024, and the cost of the Tenant's alternate accommodations in November 2024 up to $1,350.00. The Tenant also argues that the Landlord failed to minimize his loss of rental income by allowing CG to remain in the downstairs bedroom, since doing so significantly reduced the likelihood of attracting interest from potential renters.

The Tenant agrees to pay for utilities while she was at the rental unit only. The Tenant had not received any bills. The parties never discussed paying the utilities on the first of the month.

The Tenant was completely unaware of any damage to the weatherstripping on the kitchen doorframe. No condition inspection report was completed and there was no indication of any damage. The Tenant had a puppy that was supervised during two brief visits to the property, and a trial dog for two days that was not left alone. The Tenant had a cat for 14 days, which was in the bedroom adjusting and was out sometimes, but the kitchen door would be kept closed and there was no opportunity for an animal to chew it.

The carpets were already several years old and had brown marks throughout. However, the Tenant has no issue paying $150.00 for carpet cleaning at the end of the tenancy, as suggested in her email dated October 4, 2024.

Prior to vacating, the Tenant spackled and painted most of the nail holes throughout the house. In the living room, there was a slight difference in paint colour. To avoid leaving holes, the Tenant left three specialized drywall hooks in place. The cost for the Landlord to obtain spackle, paint, and the necessary tools to repair the few holes would be comparable to what the Tenant spent to complete similar repairs for the rest of the house, which was $43.54.

The Tenant seeks compensation for loss of rental income due to the Landlord's denial of a suitable tenant couple, loss of employment income due to time off work caused by the tenancy dispute, moving costs, rent paid for alternative accommodation in November 2024, loss of quiet enjoyment of the rental unit, and aggravated damages for the significant impact on the Tenant's physical and mental health caused by the conduct of the Landlord and his agent, DD.

The tenancy agreement contains no restrictions on occupants or pets, reflecting the Tenant's conversation with the Landlord and DD on July 5, 2024. The house had been listed as pet friendly.

The ability to rent out rooms within the house and freedom to choose who to rent to was very important to the Tenant to assist with covering the $4,500.00 rent while maintaining control over the Tenant's home environment. The Tenant relied on these and other considerations to rent the premises.

The Tenant did not find a suitable long-term fit as quickly as she hoped, so she rented one room for a month and another for two months to give the Tenant additional time to continue her search.

The day that the Tenant was to move in, the Landlord sent text messages imposing new, unilateral restrictions on the rental, which include a requirement that the Landlord pre-approve any additional occupants, a limit of two additional adult occupants, and a prohibition on additional occupants using the shared backyard. The Landlord later apologized, saying that DD had drafted the texts.

When the Tenant's temporary roommate moved out on August 31, 2024, the Landlord and his father came to say goodbye. The Tenant and her child left for camping on positive terms. CG arrived later that night and there was a misunderstanding where the Landlord thought CG would stay for only one month. On September 1, 2024, the Tenant received text messages from DD, imposing additional restrictions that the Tenant obtain the Landlord's written approval for every occupant and to stop short-term rentals.

On September 20, 2024, the Tenant agreed with a couple to rent a bedroom for eight months starting in October. The Landlord became upset when the Tenant informed him about the couple. DD texted the Tenant multiple times to say that the couple could not move in as this would violate the lease and that the Tenant had only been approved for another mother and child.

On September 21, 2024, DD sent an email titled "Cease and Desist: Notice of Violation" to the Tenant. This email contained false claims about what the Tenant had previously agreed to, and imposed further restrictions that included a requirement for all occupants enter into a tenancy agreement with the Landlord by October 31, 2024, or that the Tenant would face eviction. The Tenant was also prohibited from having new occupants without a new lease with the Landlord. The communications from DD caused the Tenant to have physical symptoms of anxiety. Given the aggression and threats in the email, the Tenant decided not to proceed with renting to the couple to avoid conflict. DD re-iterated the demand for a new lease with all occupants and further imposed a lease duration of no less than 6 months.

On September 25, 2024, the Tenant texted the Landlord seeking permission to adopt two cats. The Landlord agreed and the Tenant brought a cat home. On September 29, 2024, the Tenant was unexpectedly offered a dog from a rescue on a trial basis. The

Tenant agreed and brought the puppy home. The next morning, the Tenant informed the Landlord about the trial dog. The Landlord responded that it would be better with one animal, due to a concern about carpets. Later, DD sent the Tenant an email demanding that the Tenant obtain pre-approval for all animals in addition to all tenants, and again threatened eviction if the Tenant did not sign a new lease.

The Tenant took a day off work the next day on October 1, 2024 due to the immense stress she was under. The Tenant returned the dog to the rescue on the same day.

On October 4, 2024, DD emailed the Tenant a draft amendment to her lease, listing CG as a co-tenant and again re-iterating the October 31 deadline. This draft was attached to a formal notice for utilities that had already been paid.

The Tenant was concerned by the demand to sign an amended lease with her roommates. The Tenant learned that if one co-tenant gives notice, the lease ends for all the co-tenants as per Residential Tenancy Policy Guideline 13. This was contrary to the Tenant's intentions of having housing security for her and her child.

On October 4, 2024, the Tenant emailed the Landlord outlining several material breaches of the tenancy agreement. The Tenant informed the Landlord, among other things, that:

- The signed tenancy agreement did not require prior approval of roommates or restrict the Tenant's choice of roommates.
- The additional limitations imposed by the Landlord on the Tenant's choice of roommates was impacting the Tenant's financial situation.
- The Tenant did not have a legal obligation to sign a new lease.
- The Tenant wished to keep the cat but was reluctant to pay a $2,250.00 deposit due to the Landlord's claims about the condition of the carpets. The Tenant requested a condition inspection report as a baseline.

Instead of addressing the issues raised by the Tenant, DD sent emails escalating the situation by renewing the threat of eviction, stating that the Landlord and CG would be signing an amendment to the tenancy agreement without the Tenant, and making a condition inspection report contingent on the Tenant signing a new lease. DD sent four emails to the Tenant that night. Both the frequency and the content of those emails caused the Tenant significant stress. DD used inflammatory language, accusing the Tenant of "pretending to be a landlord of the house", committing "misrepresentation at its fullest". DD stated that the Tenant must "stop impersonating being the owner and landlord and humble yourself to recognizing your position as tenant" and that "If behavior like this continues not only will you face eviction notice but your behavior is criminal." (emphasis added). The Tenant's error had simply been to use the #RTB-1 form with CG, which the Tenant had discovered and informed CG of in mid-September 2024.

On October 5, 2024, the Tenant emailed the Landlord explaining that it would be unlawful for the Landlord to sign an amendment to the tenancy agreement without the Tenant's consent. The Landlord nevertheless proceeded to sign the amendment with CG, as indicated in DD's email dated October 5, 2024. The next morning, CG informed the Tenant that with the Landlord's consent, she and DD had given a house key to the tenant living in the separate side suite for laundry.

On October 6, 2024, the Tenant emailed the Landlord about additional breaches of material terms of the tenancy. The Tenant also informed that the frequency and tone of DD's communications, together with false allegations, were negatively impacting her physical health and mental well-being. In response, DD emailed the Tenant saying that the Tenant and CG were not co-tenants, but were tenants in common, who each have their own tenancy agreements for designated areas in the house. DD also labeled the Tenant as "upset and disrespectful", told the Tenant to "follow common courtesy", and said the Tenant was mistreating the Landlord and CG.

On October 8, 2024, the Tenant reminded the Landlord about her legal right to choose roommates, to which the Landlord did not respond.

On October 10, 2024, the Landlord arrived before the Tenant was expecting him with a property evaluator, asking to inspect the carpet. The Landlord made false allegations against the Tenant about matters relating to pets. The Tenant felt nervous and unsafe due to the Landlord's anger.

During the tenancy, the Landlord and DD's interference with the Tenant's right to quiet enjoyment substantially disrupted the Tenant's ordinary and lawful use of the premises. Their harassment and intimidation, including regular hostile emails and threats, caused the Tenant extreme anxiety. The Tenant was consumed by drafting emails to the Landlord, researching her legal rights, and documenting everything to defend against false claims.

The Landlord and DD further undermined the Tenant's living situation by interfering in the Tenant's agreement with CG, speaking with CG behind the Tenant's back, and signing an amendment with CG without the Tenant's consent.

The Tenant seeks aggravated damages for intangible losses and harm to physical and mental health. The stress caused by the Landlord and DD's failure to comply with the tenancy agreement and the Act severely impacted the Tenant's physical and mental well-being. The Tenant experienced physical symptoms related to stress, which resolved after the Tenant moved out. The Tenant submitted a letter from her family doctor dated March 3, 2025 as well as a letter from her long-term therapist dated October 30, 2024. The Tenant was also forced to return the pets to their rescues due to the conflicts at the premises, which resulted in an emotionally difficult loss for herself and her child.

To minimize damages to her mental and physical health, the Tenant moved into a temporary accommodation from October 26 to December 1, 2024. The cost of rent for that period was $2,000.00. The Tenant only claims this cost if it is determined that the Tenant owes the Landlord rent for November 2024.

The Tenant hired movers to help move into a temporary residence on October 27, 2024 followed by a move to a permanent residence on December 1, 2024. The Tenant minimized costs by enlisting the help of friends for the first move.

The Tenant suffered a loss of rent of at least $1,500.00 pro-rated for October and $1,800.00 for November due to the Landlord's denial of the couple that the Tenant had found to rent a room. The couple had planned to arrive between October 15 and 20, 2024. The Tenant minimized her losses by re-posting the room on September 23, 2024. However, the Tenant received few responses, since listings for shared housing with a child attracts less interest than those with adults only. The Tenant was ultimately unable to secure a replacement for the couple that the Tenant was forced to turn away. The Tenant only claims the November loss of rent if it is determined that the Tenant owes the Landlord rent for November 2024.

The Tenant claims lost wages for three days of work missed due to stress, increased workload to address the Landlord's allegations, and to move house (October 1, 10, and 28, 2024).

The Landlord's Response

When the Tenant moved in, it was agreed that she would rent with another mother and child. However, the Tenant requested to temporarily rent to a maximum of two adults while searching for a suitable match. The Tenant later insisted on renting a small bedroom to a couple, exceeding the agreed limit of adults. When the Landlord disagreed, the Tenant acted inappropriately and began threatening the Landlord.

The Tenant brought a rescued feral cat onto the property without paying a deposit, followed by an untrained puppy a few days later. The Tenant attempted to sneak the dog into the house despite the Landlord's previous disapproval. The Tenant had previously brought a dog to the unit, which had accidents on the carpet. CG showed images of pet accidents she had taken photos of. The Tenant was upset and told CG that CG was "finished". The Tenant continued to have pets in the home without permission and argue. The Landlord concern about pets was not exaggerated. Other dogs were also brought to the property for visits, meaning that there was a total of four or five animals before the Landlord even received a deposit. The Tenant had said she would pay a deposit if she got pets.

CG disclosed that she felt unsafe and that the Tenant was trying to remove her. According to CG, the Tenant had signed an RTB agreement with her, claiming to be the Landlord. CG was upset that she did not have the protection of the Act. The Landlord and DD tried to get CG on the tenancy agreement, which the Tenant refused.

Ultimately, the Landlord told CG that he would honour the agreement CG signed with the Tenant to give CG security. The Tenant left without sufficient notice for CG and her child to get another residence.

SC, the tenant in the other suite, provided a statement explaining that she was introduced to the Tenant by DD and was being considered as a possible roommate long with her child. SC stated that during an initial discussion with the Tenant, she expressed willingness to rent half of the bedrooms and pay half the rent. However, the Tenant mentioned that she had many options and preferred a younger child. According to SC, the Tenant also stated that she could afford the house for several months by herself and was not under stress to find roommates. Later, CG offered for SC to do laundry in the rental unit since SC did not have a machine. However, the Tenant protested, so SC never attempted to do the laundry or enter the house to avoid tension.

CG provided a statement expressing that she had signed an agreement with the Tenant for a term of one year and thought the Tenant was the landlord. CG mentioned that in September, the Tenant approached CG to say she had signed the wrong type of agreement and the agreement was not protected by the Act as she originally stated. Due to concerns about the Tenant's behaviour observed by CG and their living dynamic, CG approached the Landlord and DD for help.

DD testified that the Tenant had said she was looking for the right mother and child to move in, could afford the property on her own, and would not let anybody rush in. The Landlord's understanding was that any additional occupants and pets would be added to the lease. The Landlord and DD were very trusting, as they had never signed a tenancy agreement where things have gone so sideways. DD was distressed upon learning of the Tenant hiring locksmiths to add locks to individual rooms in late July 2024, and felt the Tenant was changing what she had told the Landlord and DD by renting out the rooms short-term. DD told the Landlord to discuss with the Tenant what would make him more comfortable. DD and the Landlord felt that three adults in a 1,600 square foot space would be reasonable with two part-time children. The house was supposed to be a family residence.

The Landlord had said the hydro was $232.00 per month and the Tenant agreed. Through further conversations, it became clear that the Tenant wanted to be billed when the Landlord was billed. The Landlord was expecting $323.00 and in his mind, the Tenant was two months behind. The Tenant was waiting for the Landlord to show a bill. DD stepped in and sent the bill to the Tenant.

DD acknowledged she was sorry for the tone of the emails as she had gotten very upset and felt the Tenant was being dishonest. DD argued that the Tenant could have gone to the Residential Tenancy Branch if the Tenant did not agree with DD's cease and desist. The Landlord and DD do not recall if the Landlord signed the amendment with CG. The Landlord was trying to make sure that everyone was protected.

The Landlord was just being himself and not angry on October 10, 2024. He went to look at the carpet and then walked back outside, where the Tenant pursued him. This was a relationship where both parties felt injured. The Landlord was not asking for outrageous things, but the Tenant was taking major offense and felt mistreated.

The Landlord does not agree with the Tenant's claim for losses. The Tenant overextended herself and had said she could pay by herself for three to four months. The Tenant acknowledged that she did not meet the test for breach of material terms. When the Tenant wanted to move out, the Landlord attempted to meet in the middle.

Analysis

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

Is the Landlord entitled to compensation for rent, utilities, or damage to the rental unit?

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

The purpose of compensation is to put the person who suffered the damage or loss in the same position as if the damage or loss had not occurred.

To determine whether compensation is due, the arbitrator may assess whether:

- a party to the tenancy agreement has failed to comply with the Act, regulation or tenancy agreement;
- loss or damage has resulted from this non-compliance;
- the party who suffered the damage or loss can prove the amount of or value of the damage or loss; and
- the party who suffered the damage or loss has acted reasonably to minimize that damage or loss.

Lost Rent

In this case, I find the Tenant did not give the Landlord written notice that the Landlord has failed to comply with a material term of the tenancy agreement, or a reasonable period for the Landlord to correct the breach, such that the Tenant was entitled to give notice to end the tenancy under section 45(3) of the Act.

Section 45(3) of the Act states that if a landlord has failed to comply with a material term of the tenancy agreement and has not corrected the situation within a reasonable period

after the tenant gives written notice of the failure, the tenant may end the tenancy effective on a date that is after the date the landlord receives the notice.

As explained in Residential Tenancy Policy Guideline 8, a “material term” is a term that the parties both agree is so important that the most trivial breach of that term gives the other party the right to end the agreement.

Before serving a notice to end tenancy for breach of a material term, the party alleging the breach must first let the other party know in writing of the alleged breach and give them a reasonable opportunity to fix the problem. The written notice of the alleged breach should inform the other party that:

- there is a problem;
- they believe the problem is a breach of a material term of the tenancy agreement;
- the problem must be fixed by a deadline included in the letter, and that the deadline be reasonable; and
- if the problem is not fixed by the deadline, the party will serve a notice to end the tenancy.

I have reviewed the Tenant’s emails to the Landlord dated October 4, 5, and 6, 2024. I do not find these emails to be sufficient notice to the Landlord of a breach of any material terms. In my view, the absence of the words “breach of a material term” would not necessarily be fatal if it was otherwise clearly conveyed that the problems alleged were so important, considering the parties’ rights and obligations under the tenancy agreement, that the failure to correct them would put the tenancy itself at risk. I find the Tenant neither referred to the problems she raised as a breach of any material terms, nor included any warning that she would be ending the tenancy if the Landlord failed to address the problems. I find the Tenant’s October 11, 2024 email properly explained that she considered there were breaches of material terms. However, I find this email was sent only after the Tenant had already given the Landlord a notice to end the tenancy on October 10, 2024. As a result, I find the Landlord was not given a reasonable period to address the issues raised by the Tenant.

I find that on October 28, 2024, the Tenant also served the Landlord with a statement confirming the Tenant’s eligibility to end a fixed term tenancy under section 45.1 of the Act. I find that pursuant to section 45.1(3) of the Act, the earliest date that the Tenant could have legally ended the tenancy agreement under section 45.1 would have been November 30, 2024.

I find the Tenant nevertheless vacated the rental unit by 1:00 pm on October 31, 2024, causing the tenancy to come to an end on that date in accordance with section 44(1)(d) of the Act.

As stated in Residential Tenancy Policy Guideline 3, where a tenant vacates or abandons the premises before a tenancy agreement has ended, the tenant must

compensate the landlord for the damage or loss that results from their failure to comply with the legislation and tenancy agreement. This can include the rent that the landlord would have been entitled to for the remainder of the term of the tenancy agreement. Compensation will generally include any loss of rent up to the earliest time that the tenant could legally have ended the tenancy.

In all cases, the landlord must do whatever is reasonable to minimize their damages or loss (see section 7(2) of the Act). A landlord's duty to mitigate the loss includes re-renting the premises as soon as possible for a reasonable amount of rent in the circumstances.

I find the Tenant emailed the Landlord to make sure that anyone under her lease would be out of the rental unit by 1:00 pm on October 31, 2024. I find that by October 13, 2024, DD had confirmed that the Landlord had agreed to let CG stay for $1,350.00 plus $100.00 utilities per month.

I find the Landlord listed two bedrooms and one bathroom for rent, initially at $3,150.00 per month and later at $3,000.00 per, with the fourth room designated as a second living room in the listing. While I accept the Landlord's decision to let CG rent a portion of the rental unit was a kind gesture towards CG, I find that in doing so, the Landlord did not act reasonably to minimize his loss of rental income for November 2024.

I agree with the Tenant's submission that trying to rent the house with a tenant already living there would have significantly reduced the likelihood of attracting interest from potential renters. I find the reasonable course of action for the Landlord in the circumstances would have been to try and re-rent the entire unit for a reasonable amount of rent. Since the Landlord had decided not to do so, I find the Landlord cannot look to the Tenant to make up the balance of the lost rental income. Therefore, I find the Landlord is not entitled to compensation from the Tenant for lost November 2024 rent as claimed.

Utilities

I find the monthly rent did not include the cost of electricity or natural gas. I find the tenancy agreement does not set out any terms regarding how the Tenant would pay the Landlord for any utilities in the Landlord's name. I find there is insufficient evidence that the parties had agreed for the Tenant to pay a fixed amount for utilities in advance together with the rent. Based on the evidence presented, including the signed tenancy agreement, I find it was implied that the Tenant would pay for the consumption of utilities associated with the rental unit within a reasonable time after receiving a bill from the Landlord. I find the Tenant does not dispute that she is responsible for the BC Hydro and FortisBC bills up to October 31, 2025.

Based on the bills submitted, I find the Tenant should pay the Landlord:

- $31.80 for FortisBC from September 17 to October 17, 2024

- $40.19 for FortisBC from October 18 to 31, 2024 ($86.13 × 14/30 days)
- $146.26 for BC Hydro from October 5 to 31, 2024 ($173.35 × 27/32 days)

I note the BC Hydro bills submitted show that the Landlord is on an equal payment plan of $232.00 per billing cycle. I find the Tenant is responsible for the actual cost of electricity usage rather than the monthly equal payment amount, since any overpayment will eventually be credited back to the Landlord. I find the Tenant provided evidence that she paid the Landlord for previous BC Hydro bills via e-transfer.

I find the Tenant is not liable to pay the Landlord for the cost of any utilities consumed from November 1, 2024 and beyond, as the Tenant had already vacated the premises and was not using any utilities.

Weatherstripping and Wall Repair

Under section 32(3) of the Act, 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.

I find the Landlord did not complete a condition inspection report at the beginning or end of the tenancy as required under sections 23(4) and 35(3) of the Act. I find the Landlord also did not provide evidence such as photos showing the condition of the doorframe and weatherstripping at the start of the tenancy. I find there is insufficient evidence to prove that the weatherstripping was damaged by an animal brought to the property during the tenancy. I find the Landlord is not entitled to compensation for the weatherstripping repair.

I find the three drywall hooks were installed by the Tenant during the tenancy. I find the Tenant did not obtain the Landlord's permission prior to these installations. I find the metal hooks were not small, and removing them from the wall left behind multiple holes, indentations, and scuff marks for each hook.

According to Residential Tenancy Policy Guideline 1, the Tenant must pay for repairing walls where there are an excessive number of nail holes, or large nails, or screws or tape have been used and left wall damage. Policy Guideline 1 further states that any changes to the rental unit or residential property not explicitly consented to by the landlord must be returned to the original condition. Therefore, I find the Tenant is responsible for the wall repairs.

I find the Landlord has provided a quote of $350.00 from a contractor to repair the drywall damage inclusive of materials and labour. I find this amount to be reasonable in the circumstances. I find the Tenant has not provided any competing quotes, which include the cost of labour, to suggest that the quote received by the Landlord was excessive. I find the Landlord is entitled to compensation of $350.00 for the wall repairs.

Carpet Cleaning

Under section 37(2)(a) of the Act, when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

According to Residential Tenancy Policy Guideline 1, a tenant may be expected to steam clean or shampoo the carpets at the end of the tenancy if the tenant or another occupant had pets which were not caged.

I find the Tenant had uncaged pets in the rental unit and does not dispute the amount claimed by the Landlord for carpet cleaning. Therefore, I find the Landlord is entitled to compensation of $150.00 under this part.

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

Moving Costs and Alternate Accommodation

While I accept that there were problems during this tenancy, including breaches of the Tenant's rights under the Act and the tenancy agreement by the Landlord as discussed further below, I find the Tenant ultimately made the decision to move out of the rental unit. I find the Tenant could have applied for dispute resolution and sought orders that the Landlord comply with the Act or the tenancy agreement. Therefore, I do not find the Landlord to be responsible to compensate the Tenant for her moving expenses or alternate accommodation.

Loss of Quiet Enjoyment

Under section 28 of the Act, a tenant is entitled to quiet enjoyment, including but not limited to:

- reasonable privacy;
- freedom from unreasonable disturbance;
- exclusive possession of the rental unit subject only to the landlord's right of entry under the Act; and
- use of common areas for reasonable and lawful purposes, free from significant interference.

Subsection 13(1) of the parties' tenancy agreement also states that "For the duration of this tenancy agreement, the rental unit is the tenant's home and the tenant is entitled to quiet enjoyment, reasonable privacy, freedom from unreasonable disturbance, and exclusive use of the rental unit."

As explained in Residential Tenancy Policy Guideline 6, a breach of the entitlement to quiet enjoyment means substantial interference with the ordinary and lawful enjoyment of the premises. This includes situations in which the landlord has directly caused the

interference, and situations in which the landlord was aware of an interference or unreasonable disturbance, but failed to take reasonable steps to correct these.

For the reasons given below, I find the Landlord breached the Tenant's right to quiet enjoyment by:

- unilaterally imposing restrictions on the Tenant's ability to choose roommates;
- interfering with the Tenant's right to exclusive possession of the rental unit by requiring the Tenant to sign an amended tenancy agreement that included the Tenant's roommates, as well as proceeding to sign an agreement with CG without the Tenant's consent; and
- allowing the Tenant to be unreasonably disturbed by DD's ongoing hostile communications to the Tenant via text messages and email, which include repeated threats of eviction for reasons not supported by the terms of the parties' tenancy agreement.

I find the parties' tenancy agreement did not contain any restrictions regarding occupants, other than the standard term at subsection 11(3) regarding an "unreasonable" number of occupants.

As stated in Residential Tenancy Policy Guideline 13, where the tenancy agreement lacks a clause indicating that no additional occupants are allowed, it is implied that the tenant may have additional occupants move into the rental unit. If the number of occupants in a rental unit is unreasonable, a landlord may have grounds to end the tenancy for cause under section 47(1)(c) of the Act.

I accept that while the parties had discussions about the Tenant ideally looking for a mother and child pair to move into the rental unit long-term, I find there is insufficient evidence to prove the parties had specifically agreed the Tenant could only have a mother and child pair move into the rental unit, and no additional or other types of roommates. I find there was no term in tenancy agreement specifying that the Tenant and her child would be the sole occupants unless the agreement was amended by the parties.

I find the Landlord and DD sought to introduce restrictions after the parties had already signed their tenancy agreement.

Section 14(2) of the Act states that "a tenancy agreement may be amended to add, remove or change a term, other than a standard term, only if both the landlord and tenancy agree to the amendment".

Subsection 1(2) of the parties' signed tenancy agreement further states that "Any change or addition to this tenancy agreement must be agreed to in writing and initialed by both the landlord and the tenant." Based on the evidence presented, I do not find the Tenant to have consented to any amendments to the parties' tenancy agreement to restrict occupants.

Similarly, I find the Tenant did not consent to the addition of CG as another tenant, whether under the same tenancy agreement or under a separate agreement. I find the Tenant had clearly explained why the Landlord could not proceed without her consent. I find the Landlord and CG nevertheless went ahead and signed an agreement without the Tenant, as evidenced in DD's emails dated October 5 and 6, 2024. I find this was a blatant disregard for the Tenant's right to exclusive possession of the rental unit and resulted in interference with the house rules previously agreed to between the Tenant and CG.

I find the Landlord allowed DD to communicate with the Tenant as his agent and property manager, and continued to allow the communications even after the Tenant requested for them to stop. I find DD's text messages and emails to the Tenant were hostile, demanded compliance with unilaterally imposed rules that were not part of the parties' agreement (i.e. regarding occupants and payment of utilities), and attempted enforcement through repeated threats of eviction. I find DD also used inappropriate and inflammatory language towards the Tenant, particularly in DD's emails sent on October 5, 2024 at 10:51 am and at 10:59 am.

I find that as a result of the foregoing breaches, the Tenant suffered ongoing unreasonable disturbances and a reduction in the value of her tenancy agreement.

Section 65(1)(f) of the Act states that if the director finds that a landlord or tenant has not complied with the Act, the regulations or a tenancy agreement, the director may order that past or future rent must be reduced by an amount that is equivalent to a reduction in the value of a tenancy agreement.

The Tenant seeks compensation of $3,000.00, or approximately 67% of one month's rent.

I note that I do not find the remainder of the issues complained of by the Tenant, including the parties' arguments about pets, the carpets, the Tenant's child, and other confrontations to amount to breaches of the Tenant's right to quiet enjoyment by the Landlord. I find both parties were at times frustrated and upset.

I find the Landlord was entitled to ask for a pet damage deposit in accordance with section 20(c)(ii) of the Act, which the Tenant would not readily pay. I find the Tenant was also entitled to ask for a condition inspection, as the parties were required to complete one under section 23(2) of the Act. I find the parties were unable to move forward on this issue due to complications from other unresolved matters.

Considering the evidence as a whole, I find the Tenant is entitled to compensation for a loss of quiet enjoyment of $2,250.00, or approximately 50% of one month's rent, due to the breaches described above that occurred over the course of this tenancy.

Lost Employment Income

I accept the Tenant took a day off work due to stress on October 1, 2024, following the communications received in late September 2024. Based on the letters from the Tenant's doctor and therapist, I accept the Tenant was under stress related to the threats of eviction she had received and her concern regarding housing instability. I find the Tenant took 6.25 hours off work on October 1, 2024. I find the Tenant provided her statement of earnings showing hourly rates of $31.49 and $33.69 before deductions. I find the amount claimed by the Tenant ($150.93) to be a reasonable estimate of the Tenant's lost earnings after deductions and/or replacement of paid sick leave used that day. I find the Tenant is entitled to compensation from the Landlord for this amount.

I do not find the Tenant's loss of employment income on October 10, 2024 to have resulted from any breach of the Act, the regulations, or the tenancy agreement by the Landlord. I find the Tenant's testimony suggested that she took time off to clean the carpets when the Landlord had given less than 24 hours for a property evaluator to come to the unit. I find that if the Landlord had not given proper notice, the Tenant could have rescheduled for a different time with the Landlord, outside of work hours, to discuss the state of the carpets first, before agreeing for the property evaluator to come in. I find the Tenant also did not need be present for the actual appointment with the property evaluator.

I have found above that the Landlord is not responsible for the Tenant's moving costs. Accordingly, I find the Landlord is not responsible for the Tenant's lost employment income due to having to take time off work for moving.

Lost Rental Income

Based on the chat messages submitted by the Tenant, I find the couple was planning to come to Canada for their jobs starting in November 2024. I find the evidence indicates that they were working professionals, homeowners, and willing to provide criminal record checks. I find the Landlord and DD denied the couple because they preferred a single person for the room, which I do not find to have been reasonable. However, I find there is insufficient proof that the couple would have likely paid at least $1,500.00 for the Tenant to hold the room in October 2024. I find the Tenant also gave a range of possible dates rather than proof of a firm date for the couple's expected arrival. Therefore, I do not find the Tenant to have provided sufficient evidence to prove that she suffered a loss of $1,500.00 in rental income for October 2024.

Additionally, since I have found that the Landlord is not entitled to compensation from the Tenant for lost rental income in November 2024, I find the Tenant is not entitled to claim any offsetting loss of rental income from the couple against the Landlord for November.

Aggravated Damages

Aggravated damages are for intangible damage or loss, and may be awarded in situations where the wronged party cannot be fully compensated by an award for damage or loss with respect to property, money or services. Aggravated damages may be awarded in situations where significant damage or loss has been caused either deliberately or through negligence. Aggravated damages are rarely awarded and must specifically be asked for in the application.

I find the Tenant can be adequately compensated through the amounts awarded for the Tenant's loss of quiet enjoyment and lost employment income. I do not find an award of aggravated damages to be appropriate in this case.

Are the parties entitled to recover their filing fees?

Both parties have been partially successful in their applications. I find the parties are entitled to recover their filing fees from each other under section 72(1) of the Act.

Conclusion

The Landlord is entitled to compensation totaling $818.25.

The Tenant is entitled to compensation totaling $2,500.93.

Pursuant to sections 67 and 72(1) of the Act, I grant the Tenant a Monetary Order of **$1,682.68** for the difference, calculated as follows:

Item	Amount
Amounts Payable by Landlord to Tenant	
Loss of Quiet Enjoyment	$2,250.00
Loss of Employment Income (October 1, 2024)	$150.93
Tenant's Filing Fee	$100.00
Subtotal	**$2,500.93**
Less Amounts Payable by Tenant to Landlord	
FortisBC from September 17 to October 31, 2024 ($31.80 + $40.19)	- $71.99
BC Hydro from October 5 to 31, 2024	- $146.26
Wall Repair	- $350.00
Carpet Cleaning	- $150.00
Landlord's Filing Fee	- $100.00

Subtotal	**- $818.25**
Total Monetary Order for Tenant	**$1,682.68**

The Tenant must serve the Landlord with this Order as soon as possible. Should the Landlord fail to comply with this Order, this Order may be filed and enforced in the Small Claims Division of the Provincial Court of British Columbia.

The remaining amounts claimed by the parties are dismissed without leave to re-apply.

This decision has been rendered more than 30 days after the close of the proceedings, and I sincerely apologize for the delay. However, section 77(2) of the Act states that the director does not lose authority in a dispute resolution proceeding, nor is the validity of a decision affected, if a decision is given after the 30 day period set out in section 77(1)(d) of the Act.

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: June 9, 2025

Residential Tenancy Branch