DECISION

Introduction

This hearing dealt with the Landlord's March 31, 2025 Application for Dispute Resolution under the *Residential Tenancy Act* (the "*Act*") for:

- compensation for unpaid rent
- compensation for damage in the rental unit
- compensation for monetary loss/other money owed
- authorization to retain the security deposit
- recovery of the Application filing fee.

The Landlord amended this Application on June 10, 2025 to update the compensation amounts in this Application. In the interim decision June 9, I adjourned the matter to ensure the Landlord effected service of information about this amendment to the Tenant.

The Tenant's May 17, 2025 Application, which I crossed to that of the Landlord in this hearing:

- compensation for monetary loss/other money owed
- compensation in line with the Landlord's tenancy-end notice/the Landlord's compliance thereof
- the return of the security deposit
- recovery of their Application filing fee.

The Tenant and the Landlord both attended the scheduled hearing.

Service of the Notice of Dispute Resolution Proceeding and evidence

At the outset of the hearing, each party confirmed they received the Notice of Dispute Resolution Proceeding and prepared evidence from the other.

Issues to be Decided

a. Is the Landlord entitled to compensation for damage in the rental unit?

b. Is the Landlord entitled to compensation for unpaid rent?

c. Is the Landlord entitled to compensation for monetary loss/other money owed?

d. Is the Tenant entitled to compensation for monetary loss/other money owed?

e. Is the Tenant entitled to compensation in line with the tenancy-end notice?

f. Is the Landlord authorized to retain the security deposit? Is the Tenant entitled to the return of the security deposit?

g. Is the Landlord eligible for recovery of the Application filing fee? Is the Tenant eligible for recovery of the Application filing fee?

Background and Evidence

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

The Landlord and the Tenant each provided a copy of the tenancy agreement they had in place. The tenancy started date was August 15, 2018, set for an initial fixed term to end one year later. The starting rent amount was $2,850.

The Tenant and the Landlord both agreed in the hearing that the Tenant paid a security deposit amount of $1,425. As of the end of the tenancy and this scheduled hearing, the Landlord was still holding the security deposit in full, and made a claim against it.

a. Is the Landlord entitled to compensation for damage in the rental unit?

The Landlord on this Application listed the following:

> Damaged walls (unauthorized paint, holes. cracks, mold) Damaged floor (water damaged, warping/bulking, loose and uneven floor boards) Damaged baseboards (water damaged, warping/bulking, mold, cracks, discolouration)

The Landlord provided the amount of $14,493.95 as compensation to them for damage in the rental unit caused by the Tenant. In the hearing, the Landlord noted they still had not started any work to repair alleged damage in the rental unit stemming from this tenancy.

At the start of the tenancy, the Landlord and Tenant reviewed the condition of the rental unit. This was not documented in a room-by-room checklist/report. The Landlord noted they had a record of the state of the rental unit when prior tenants left. In the hearing, the Landlord stated the condition of the rental unit was “brand new”.

The Tenant recalled/submitted the condition of the rental unit was not documented at the start of the tenancy. They drew a distinction between “wear and tear” over the course of the tenancy, vs. specific damages, stating the Landlord could not distinguish between these with nothing documented.

The Landlord provided an updated monetary order worksheet, dated June 9, 2025 which the Tenant was able to refer to in the hearing. Relating to damage, the worksheet listed the following:

	Description	**compensation**
1.	damaged floor	$3,915.24
2.	damaged/stained carpets	$2,121.80
3.	damaged walls	$3,396.75
. . .		
7.	scratched and dented fridge	$4,702.88
8.	missing bedframe	$357.28
		$14,493.95

- The Landlord provided images showing areas of the flooring, including discrete areas of baseboards, damaged in the rental unit. The provided estimate for flooring replacement, 20 March 2025, lists laminate, underlay, and baseboards to be replaced.

  The Tenant pointed to a lifespan of flooring of this type, and questioned the Landlord’s estimate for entire floor replacement, when only certain areas are revealed to be questionable in their condition at the time of move out.

- The Landlord provided images of unclean and damaged carpet areas throughout the rental unit. They provided a received, June 4, 2025, based on square yard space consideration for two bedrooms in the rental unit.

  The Tenant conceded to the cost of cleaning the carpet, dividing the estimate amount by the approximate cost thereof. The Landlord did not accept this offer for cleaning only.

- The Landlord provided an estimate (March 20, 2025) via email to them, listing all stages of work for all rooms in the rental unit. The Landlord provided images showing specific areas of walls which appear to be partially painted/unfinished, along with miscellaneous scratches/impact to the walls throughout. One image shows the bathroom wall, as of October 2024, which a large indentation/hole, as if punched.

  The Tenant conceded to partial costs for painting therein, which the Landlord did not accept. The Tenant described this with reference to one room shown in the Landlord's evidence.

- The Landlord provided an image of the front door of the refrigerator, showing the dent in question. The Landlord provided a document that lists a price for the replacement of that refrigerator.

  The Tenant responded to say the refrigerator was still operable.

- The Landlord provided a image from a retailer that lists the price for a replacement bedframe. This furniture item was in place in the rental unit, missing after the Tenant moved out.

  The Tenant recalled the bedframe being left by the prior tenant, and the Landlord gave the Tenant the use of this item. They attribute nothing to its value, factoring in "used item depreciation."

In sum, the Tenant provided that the Landlord was not minimizing their lost, which is what should be done in these circumstances as per the *Act*.

The Landlord stated they tried to be reasonable when they made the claim initially; however, the Tenant made their own Application, and the Landlord thus added to their own. They reiterated that they did not even account for everything that was wrong in the rental unit. The Landlord's employment did not continue past March 2025; therefore, they did not initiate repairs in the rental unit as of the date of the hearing.

b. Is the Landlord entitled to compensation for unpaid rent?

On the Application, concerning the final month of the tenancy – March 2025 – the Landlord provided as follows:

In February 2025, my tenant, [Tenant name] informed me that [they] planned to move out of my apartment in early March 2025 and did not want to pay rent for the entire month. I decided to trust [the Tenant] and agreed to apply the $1,425 security deposit as [the Tenant's] last rent

payment, provided [that] [the Tenant] moved out by March 15. However, [the Tenant] did not vacate until March 18 and did not return my key fob until March 26. Due to this delay, I am requesting full payment for the month. The amount owed is $3,156.54 minus $1,425 (*i.e.*, the security deposit).

The Landlord provided a copy of their bank statement from this timeframe to show they received no payment of March 2025 rent from the Tenant.

The Landlord excerpted the WeChat history (their dominant mode of communication with the Tenant) from March 3, wherein the Tenant states ". . .I returned last night and can move out around the 5th or 6th". The Landlord proposed:

> For this period of time, the rent will be half. I can deduct it from the previous deposit. As long as you move out before March 15, you don't have to rush. . .What do you think?

The Tenant presented that the Landlord agreed to a 2-3 days' delay in their move out after March 15, with "no need to rush". The Tenant provided the continuation of their WeChat dialogue with the Landlord about this. By March 7, the Tenant apparently had not responded to the Landlord's proposal to use the security deposit for the March 2025 rent.

In the Landlord's account – provided in response to the Tenant's Application – they noted that March 2025 rent was not paid on the first day of the month as agreed to. With their inquiry to the Tenant, the Tenant provided that they would move out of the rental unit in short order. They proposed using the security deposit for one-half rent of March 2025, with the agreement that the Tenant vacate no later than March 15. The Tenant did not move out until March 18, then only returning the keys to the Landlord on March 26. This was "possession beyond the agreed date and failed to make appropriate rental payments for [their] continued occupancy." To the Landlord, this is the Tenant's rent-payment obligation "beyond what was conditionally covered by the security deposit."

As set out below, the Tenant made a claim for the return of their security deposit in full. On this piece of the Tenant's Application, they noted their move-out date of March 18.

c. Is the Landlord entitled to compensation for monetary loss/other money owed?

On the amendment to their Application, the Landlord set out as follows:

> I am seeking compensation for loss of rent due to the damages caused by my former tenant, [Tenant name]. I had secured new tenants who were scheduled to move in on April 1, 2025; however, due to the condition of the rental unit after [Tenant name] vacated, I was unable to proceed with the rental agreement. The extent of the damage required repairs and cleaning, making the unit unfit for immediate occupancy. As a result, I had no choice but to reject the incoming tenants, leading to a financial loss for April 2025.

The Landlord provided the amount of $16,425 for this piece of their Application.

For this piece of their Application, the Landlord provided a prospective tenant's response to their ad wherein the Landlord posted the rent amount of $3,690. Another copy of the ad submitted by the Landlord shows the rent amount listed at $3,750.

In the hearing, the Landlord confirmed they had not rented the unit to new tenants over the ensuing months. The basis for the Landlord's calculation of ensuing rent loss was based on the rent amount of $3,750 per month. This is for the ensuing 4 months without rent income from this rental unit.

In the hearing, the Landlord also reiterated their financial issues involving their employment. They described the state of the rental unit as "hazardous" and they have no funds to pay for repairs in the rental unit, and they are unable to qualify for a loan.

The Tenant submitted this reveals the Landlord's intention to increase rent over the course of the tenancy.

d. Is the Tenant entitled to compensation for monetary loss/other money owed?

The Tenant presented a claim amount for $9,696.84, and used a spreadsheet as evidence:

Start date	End date	Rent amount	Total months of payments	Amount of unlawful rent increase
2018-9-1	2019-9-1	2850	13	
2019-10-1	2022-1-1	2950	28	$2800
2022-2-1	2023-8-1	2990	19	$2660
2023-9-1	2024-8-1	3049.8	12	$2397.6
2024-9-1	2025-2-1	3156.54	6	$1839.24
				$9696.84

In their evidence, the Tenant presented the record of the 2021 communication of a rent increase via WeChat and no "rent increase form", the 2023 note of rent increase via WeChat accompanied by a form with an error on the Tenant's name, the 2024 note of rent increase via WeChat accompanied by a form that was unsigned by the Landlord.

As summed up by the Tenant in the hearing, this was an incorrect legal process for increasing rent; therefore, the rent increases are invalid. The Tenant stated they did not know about rent increases and procedure during the tenancy, and only when consulting on matters post-tenancy did they learn of this.

In response, the Landlord made the following points:

- each rent increase "was discussed and mutually agreed upon" – the Tenant did not raise objections previously
- the increases were within the prescribed limits as per the legislation
- the first (*i.e.*, 2019) and second (*i.e.*, 2022) rent increases were communicated clearly – the Tenant was aware
- the Landlord did not use the prescribed form for rent increases due to "inexperience", with this being their first time being a landlord
- they acknowledged the error on the Tenant's name on the prescribed form; however, this does not invalidate that document
- the unsigned 2024 rent increase form was received and acknowledged by the Tenant

In sum, the Landlord submits that the rent increases were lawful. The Landlord also described a second tenancy agreement document in place, though not submitted in evidence. The Tenant recalled signing a document when the tenancy reverted to a month-to-month arrangement after the first year; however, this document was primarily created for the purpose of their child's school enrollment.

e. Is the Tenant entitled to compensation in line with the tenancy-end notice?

On their Application, the Tenant provided the following:

> My landlord ended my tenancy, claiming he intended to move in. I vacated the unit in good faith, but later discovered it was re-rented and not occupied by him. As a result, I now pay $3,600 per month for new unit—$444 more than before. I am claiming financial losses due to the landlord's deceptive conduct, including $888 in additional rent over two months and $500 in moving costs, totaling $1,388.
>
> I also claim one month's rent ($3,156) under Section 51(1) of the Residential Tenancy Act.

For this piece of their Application, the Tenant provided the following information:

- a copy of a WeChat message, October 23, 2024, wherein (translated) the Landlord stated "I plan to take back the [rental unit] for my own use . . . Do you think you can find a new house before the end of November?"
- a copy of the Landlord's separate Residential Tenancy Branch application, wherein the Landlord stated they found a new tenant by April 2025

- a copy of their own new tenancy agreement elsewhere, showing the rent amount of $3,600 per month

In the hearing, the Landlord and the Tenant both confirmed that the Landlord did not serve a tenancy-end notice, specifically an approved form for that purpose. The Tenant is aware that the Landlord is likely to state that it was the Tenant who initiated the end-of-tenancy process by giving a notice to the Landlord about this. The Tenant believes the Landlord initiated the end-of-tenancy procedure: was it a four-month notice, as required under these circumstances, or was it just talk?

The Landlord provided a detailed written response to this piece of the Tenant, claim noting:

- in 2024 they "began exploring the possibility" of selling their own home, and then relocate themself into the rental unit, and stated this intention to the Tenant – giving the Tenant "over three months' notice to allow [the Tenant] sufficient time to find alternative housing"

- the market shifted, and the Landlord changed the plan of selling their own home – this decision was based "on legitimate economic factors and was communicated openly with friends and family"

- by Febriary 2025 the Tenant informed the Landlord that they found new accommodations and would move out by March 5 – the Landlord began searching new tenants in March 2025

In the hearing, the Landlord reiterated their own difficult financial circumstances by this time. They never provided a deadline to the Tenant to move out. In the Landlord's evidence is the Tenant's message from March 3, stating they could move out "around the 5th or 6th".

f. Is the Landlord authorized to retain the security deposit? Is the Tenant entitled to the return of the security deposit?

Both parties agreed the Tenant paid a security deposit of $1,425. In the copy of the 2018 tenancy agreement, the Tenant paid $1,000 on June 26, 2018. In the hearing, the Landlord provided that the Tenant paid the remainder "later." The Tenant did not clarify the exact date when they paid the full deposit amount.

The Landlord stated they received the keys for the rental unit in return from the Tenant on March 26, 2025. The Landlord made this Application at the Residential Tenancy Branch on March 31, 2025.

The Landlord provided evidence of their proposal to the Tenant, in early March, to offset the March rent by using the security deposit. This plan was not finalized with agreement from the Tenant. The Landlord stated in the hearing that this was on the strict condition that the Tenant would vacate from the rental unit by March 15.

The Tenant submits they provided a forwarding address to the Landlord on March 18, "in person". On the Application, they stated

> the landlord has failed to return my security deposit within 15 days of my tenancy ending, nor has he filed a dispute to retain the deposit. According to Section 38 of the Residential Tenancy Act, I am entitled to double the amount of the deposit ($1,425 x 2).

g. Is the Landlord eligible for recovery of the Application filing fee? Is the Tenant eligible for recovery of the Application filing fee?

The Landlord paid the Application filing fee amount of $100 on March 31, 2025. The Tenant paid the Application filing fee amount of $100 on May 17, 2025.

Analysis

In general, a party that makes an application for compensation against the other party has the burden to prove their claim. This burden of proof is based on a balance of probabilities. An award for compensation is provided for in s. 7 and s. 67 of the *Act*.

To be successful in a claim for compensation, an applicant has the burden to provide sufficient evidence to establish the following four points:

- that a damage or loss exists;
- that a damage/loss results from a violation of the *Act* and/or tenancy agreement;
- the value of the damage or loss; and
- steps taken, if any, to mitigate the damage/loss.

a. Is the Landlord entitled to compensation for damage in the rental unit?

Concerning damage more generally, the *Act* s. 32(3) sets out that a tenant must repair damage to a rental unit that is caused by their actions/neglect.

Also, the *Act* s. 37 sets out that a tenant must leave a rental unit reasonably lean and undamaged except for reasonable wear and tear.

There was no documented condition report in place for this tenancy, neither for the start nor the end. The Landlord has a record of photos that are in place to show the condition of the rental unit after the Tenant moved out. There is no recorded documentation to show this is accurate.

Though the Landlord is mandated to record the condition of the rental unit at the start and end of a tenancy, and have the Tenant present for a condition inspection meeting, the *Act* contains a provision that grants me the authority to utilize the security deposit for any amount owing from a tenant to a landlord. This is in place in s. 72 of the *Act*.

In reviewing the state of the rental unit through the lens of s. 32 and s. 37 of the *Act*, I find as follows:

- I grant no compensation for the condition of the floor in the rental unit. The Landlord alluded to periodic inspections made over the course of the tenancy, though did not provide a full account of this. It is not known at what point during the tenancy this became an issue. Due to lack of documentation, and accountability on the part of the Landlord regarding the state of the rental unit at the beginning of this tenancy, I dismiss this piece from the Landlord's claim, without leave to reapply.

- I grant the Landlord full compensation for replacement of the carpets, noting the estimate they provided was for select rooms. What the Landlord presented for pictures showing the state of the carpet in the rental unit shows a complete lack of care by the Tenant, beyond reasonable wear and tear. I am satisfied that is attributable to the Tenant's own lack of care (i.e., negligence), or even wilful damage to this feature in the rental unit. I grant the Landlord the equivalent of the estimate they provided: $2,121.80.

- I grant the Landlord a portion of the cost estimate they provided for work on the walls. There is one area in particular that I conclude was owing to the deliberate conduct of the Tenant in the rental unit. I grant the Landlord $1,500 toward the cost of having the walls repaired to the state, chiefly owing to this deliberate damage in the rental unit which is egregious, with the Tenant apparently making no effort on their own to rectify this with the Landlord. I find this damage in itself presents a significant cost to the Landlord for its repair.

  Additionally, I factor in the unfinished painted walls the Tenant did not address; I conclude the Tenant did not make the effort to complete that job before the end of the

tenancy, and in a negligent fashion left that for the Landlord to deal with, minus evidence to the contrary presented by the Tenant in this hearing. For this piece of the issue involving the walls in the rental unit, I grant the Landlord another $1,000 for the considerable task this presents to them in order to have the rental unit at a close approximation to its pre-tenancy state.

- I grant no compensation to the Landlord for a scratched/dented refrigerator. There is no evidence to attest to the age of this appliance, nor that it was in a pristine state at the start of the tenancy.

- I grant no compensation to the Landlord for this item; I find it was a previously-abandoned used item that was present in the rental unit. It is of questionable value for that reason.

In sum, I grant compensation to the Landlord for damage in the rental unit, in the amount of $4,621.80.

b. Is the Landlord entitled to compensation for unpaid rent?

The *Act* s. 26 provides that, under any circumstances, a tenant must pay rent when it is due under the tenancy agreement.

The *Act* s. 45 provides that a tenant may end the tenancy with at least one month's notice to a landlord. This must be in writing, and comply with form and content requirements.

I find the parties agreed on the tenancy ending; this agreement via WeChat took place in very early March 2025, for the Tenant's move out from the rental unit in that same calendar month. I find there was no payment of any amount of rent from the Tenant to the Landlord for that month.

I find the Tenant did not meet their obligation to pay rent to the Landlord for that month, on the designated and agreed-to rent payment date of March 1. I also find the Tenant did not end the tenancy in a correct fashion as per the *Act*. This is a positive obligation on the Tenant; however, I concede the Landlord accepted this mode of notification from the Tenant, yet with the caveat in place that the Tenant move out from the rental unit by March 15.

I find the Tenant did not conclude their move out from the rental unit until March 18 – this is evident in the WeChat messages from the Tenant to the Landlord. Because of this staggered, and rather informal, end-of-tenancy process, I find the Landlord credible that they did not receive the keys in return from the Tenant until March 26. The Tenant provided no evidence to

counter this; therefore, the Landlord's statement in the hearing outweighs any evidence the Tenant had the chance to provide on this individual point.

I conclude the Tenant is accountable for the rent for the entire month of March 2025. I have made a finding below on the correct amount of rent for that particular timeframe. I account for this correct amount I am granting to the Landlord in that same place, under point d. below.

In sum, I grant compensation to the Landlord for the full amount of March 2025 rent; that amount is set out below.

c. Is the Landlord entitled to compensation for monetary loss/other money owed?

I find the Landlord did not provide sufficient evidence of their efforts to re-rent the unit post-tenancy over the ensuing months. I note the Landlord stated plainly in this amendment to their Application that they raised this only stemming from the Tenant's separate application; unfortunately, this offsets the genuineness of this piece from the Landlord. I find the Landlord did not provide sufficient evidence to show an extreme amount of damage that imposed too high a cost on them to get the rental unit back into a subsequent tenancy, if that was in fact their intention. The Landlord wavered between statements that they would be selling the rental unit, moving from their own property, and then provided some detail about their own financial position in this matter.

I find the addition of the subsequent months' rent to the equation reveals the Landlord has not made the effort to re-rent the unit. Accepting a lowered amount of rent after ensuring repairs were complete would reveal something of that; however, the Landlord here presented they asked, in a single advertisement, for a higher amount of rent, scuttled that plan because of non-repair, and then claimed the following months' rent amounts from the Tenant here.

I find the Landlord as owner has the obligation to minimize the impact of costs associated with this tenancy; this piece of the Landlord's Application reveals something opposite of that notion that is placed in the *Act*. The Landlord presented no evidence on their efforts at securing repairs, with different estimates in place to show they intended to get those jobs done. Given the amount of this piece of the Landlord's claim, I would expect to see more evidence showing the difficulty their financial situation has presented to them over the ensuing months. Such as it is in this Application, I have difficulty tying this back to even the improper method in which the Tenant sought to end this tenancy in a haphazard manner in March 2025.

I grant the Landlord one-half of the following month of April for rent income --- $1,500, reflective of the corrected rent amount set out below – owing to the manner in which the Tenant notified the Landlord of the end of tenancy. I grant the Tenant still had the right to correctly inform the Landlord about the tenancy ending in terms of the timelines thereof. I find

it fair and equitable that at the very least the following months' rent owing to the Landlord was impacted, albeit to a limited degree.

d. Is the Tenant entitled to compensation for monetary loss/other money owed?

Part 3 of the Act sets out the timing and notice requirements for rent increases.

First, s. 31 provides that "A landlord must not increase rent except in accordance with this Part."

Following this, s. 41 provides more specifics:

> (2) A landlord must give a tenant notice of a rent increase at least 3 months before the effective date of the increase.
>
> (3) A notice of a rent increase must be in the approved form.

To provide for the amount, s. 43 sets out:

> (1) A landlord may impose a rent increase only up to the amount
>
> (a) calculated in accordance with the regulations,
>
> (b) ordered by the director on an application under subsection (3)
>
> (c) agreed to by the tenant in writing.

In sum, the Landlord must give the Tenant a completed notice of rent increase form at least three months before the effective date of rent increase. The approved form must be used when serving notice.

I find the Landlord in the hearing confirmed they did not provide a notice to the Tenant in the approved form. I find as fact the Landlord did not use the correct form, required as per s. 41(3), for each of the rent increases that commenced October 1, 2019 and February 1, 2022. I order each of these rent increases null and void.

The *Act* s. 43(5) sets out that, if a landlord collects rent from an increase that does not comply with Part 3 of the *Act*, a tenant may recover that increase. The Tenant here made payments in line with the Landlord's proposed rent increases; therefore, I grant recover to the Tenant as set out below.

In terms of rent amounts, I cancel those rent increases, effectively maintaining the start-rent amount of $2,850 that was in place in 2018. I order compensation to the Tenant for the excess rent they paid owing to invalid rent increases through to August 2023: this amount is $5,460.

I make no reduction because the Tenant's name was incorrectly entered on the approved form for the rent increase that took effect on September 1, 2023. I find the Tenant was aware via this form that their rent increase would take effect, and the Landlord provided proper notice within the legislated timeframe. I order this notice of rent increase to the Tenant is valid.

I order that the correct rent increase, based on a proper calculation thereof, from September 1, 2023, was $2,907. Based on the Tenant paying a previously established increase, I carry over the prior increases, to recompense the Tenant for $1,713.60.

For the rent increase that took effect September 1, 2024, I find the notice of rent increase document is valid. The Landlord used the correct form for that purpose. The lack of Landlord signature, I find, does not cancel the need/use of an approved form, which is clearly set out in s. 41(3) of the Act. The use of an approved form for this purpose is not a parallel situation with a landlord's use of an approved for to end tenancy, which is strictly required to be signed as per s. 52 of the Act – there is no similar provision for the approved which is required for rent increases.

Additionally, in line with the principle set out in s. 7(2) – a party's duty to accomplish "whatever is reasonable to minimize the damage or loss" – I question why the Tenant, when served with an approved-form rent increase notice, did not then (*i.e.*, in 2023) inquire or make claim for compensation on the rent increase amounts they paid in the past, based on the information on the form itself. As stated on the rent increase form (identified as #RTB-7): "The landlord must use this form, Notice of Rent Increase, and must serve according to the RTA." Also: "It is an offence for a landlord or a landlord's agent to collect a rent increase in any other way other than in accordance with Part 3 of the RTA."

As above, I order that the subsequent rent increase, from September 1, 2024, was $3,008.74. Based on the Tenant paying previous increased amounts, I carry over the prior increases, to recompense the Tenant for $886.77.

In reference to March 2025 rent, I find the Tenant was liable for that month's rent payment to the Landlord; therefore, I grant the Landlord $3,008.74 in compensation for the full month.

In sum, I find the Tenant overpaid rent in the years prior to the amount of $8,060.37. I factor this amount into other sums owing or owed to the Tenant.

e. Is the Tenant entitled to compensation in line with the tenancy-end notice?

The *Act* s. 51 governs compensation to a tenant in line with a tenancy-end notice served by a landlord:

> A tenant who receives a notice to end a tenancy under section 49 *[landlord's use of property]* is entitled to receive from the landlord on or before the effective date of the landlord's notice an amount that is the equivalent of one month's rent payable under the tenancy agreement.

I find both the Landlord and the Tenant confirmed the Landlord did not serve a tenancy-end notice; therefore, the Tenant is barred by statute from any compensation for this reason. The Tenant did not serve a notice to the Tenant under s. 49; therefore, I dismiss the Tenant's claim for one-month's rent.

I dismiss the Tenant's claim for the cost of moving, $500. That is entirely within the Tenant's own ambit and the Landlord was not afforded any opportunity for input on that choice. Moreover, the Tenant provided no proof of this expense to them; therefore, I am not satisfied in fact it was a cost borne by them at the end of the tenancy.

I find as fact it was the Tenant who initiated the end of tenancy, on a very short notice to the Landlord within the month of March 2025. The Tenant's choice of accommodation owing to their own end-of-tenancy notice to the Landlord, and their choice of new accommodation, I find, was not owing to the action or inaction of the Landlord. The Tenant could have established whether the tenancy was ending owing to the Landlord's earlier statements, and again there was no end-of-tenancy notice served to the Tenant. The Tenant did not present sufficient evidence of adverse circumstances that caused them to provide very short notice about ending the tenancy; therefore, I am not satisfied that the Tenant incurred an extra rent amount that they pay in their new accommodation stemming from some breach by the Landlord.

In sum, I dismiss entirely the Tenant's plea for compensation owing to the Landlord ending the tenancy. In essence, I find no breach by the Landlord for which they would be liable for compensation to the Tenant.

f. Is the Landlord authorized the retain the security deposit? Is the Tenant entitled to the return of the security deposit?

The *Act* s. 23 and s. 35 set out that, at both the start and the end of a tenancy, a landlord and a tenant must jointly inspect the condition of the rental unit, and a landlord must complete a report of the rental unit condition. This information is accurately reproduced in the tenancy agreement the parties had in place for this tenancy.

I find the Landlord did not complete a documented condition inspection meeting either at the start or the end of the tenancy. The fact that no meeting was not documented normally precludes the Landlord's right to claim against the security deposit/pet damage deposit as set out in s. 24(c) and s. 36.

I find the Landlord's Application includes a claim against the security deposit for something other than damage to the rental unit – unpaid rent and other monetary loss. I find it is not relevant whether the Landlord's right to claim against the security deposit for damage was extinguished under the *Act*.

The *Act* s. 72 sets out that, in a situation of a payment from a tenant to a landlord, the director may order a landlord to deduct that amount from any security deposit due to a tenant.

The *Act* s. 38 sets out that within 15 days of the later of the tenancy end-date, or the date a landlord receives a tenant's forwarding address in writing, a landlord must repay any deposit with interest, or make an application against a deposit.

The *Act* s. 38(6) provides that if a landlord does not comply with this timeline, they may not make a claim against a deposit, and must pay double any deposit amount to a tenant.

I find the tenancy ended on March 26, 2025 – I find the Landlord credible on this being the date they received the keys from the Tenant. The Tenant did not counter this with evidence to show clearly the date they returned the keys. I find the Landlord completed their Application to the Residential Tenancy Branch on March 31. I conclude this was within 15 days of the tenancy-end date, and there is no doubling of the deposit. The Tenant acknowledged this in the hearing.

I add interest to the deposit amount shown to be paid on a firm date: this is $1,000 on June 16, 2018. This amount of interest is $49.59[1], accumulated to March 31, 2025.

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[1]

2018 $1000.00: $0.00 interest owing (0% rate for 51.78% of year)
2019 $1000.00: $0.00 interest owing (0% rate for 100.00% of year)
2020 $1000.00: $0.00 interest owing (0% rate for 100.00% of year)
2021 $1000.00: $0.00 interest owing (0% rate for 100.00% of year)
2022 $1000.00: $0.00 interest owing (0% rate for 100.00% of year)
2023 $1000.00: $19.59 interest owing (1.95% rate for 100.00% of year)
2024 $1009.40: $27.58 interest owing (2.7% rate for 100.00% of year)
2025 $1032.78: $2.42 interest owing (0.95% rate for 24.66% of year)

I add no interest to the remaining $425 amount because neither party presented a date when it was paid. The deposit amount in its entirety, with accountable added interest, is $1,474.59. I factor this amount into the amounts owed between parties, as set out in the table below.

g. *Is the Landlord eligible for recovery of the Application filing fee? Is the Tenant eligible for return of the Application filing fee?*

I find the Landlord was successful in this Application and it was necessary for them to bring this Application in order to resolve the matter. I grant the full amount of the $100 Application filing fee to them.

I also grant recovery of the filing fee to the Tenant; I find it was also necessary for the Tenant to bring forward an application to finalize the matters surrounding this tenancy.

Conclusion

In sum, I grant recovery of $ 9,230.54 to the Landlord. Applying the security deposit against this compensation yields $ 7,755.95.

I grant recovery of $8,160.37 to the Tenant. I order the Landlord to pay the balance of $404.42 to the Tenant.

I grant to the Tenant a Monetary Order in the amount of **$404.42** under the following terms:

Monetary Issue	**Granted Amount**
compensation for damage in the rental unit	$4,621.80
compensation for unpaid rent	$3,008.74
compensation to Landlord for monetary loss/other money owed	$1,500.00
compensation to Tenant for monetary loss/other money owed	$8,060.37
compensation to Tenant for tenancy-end notice	$0
authorization for Landlord to retain security deposit in full (with interest)	-$1,474.59
return of security deposit to the Tenant	$0
Landlord Application filing fee	$100
Tenant Application filing fee	$100

I provide the Tenant with this Monetary Order in the above terms and the Tenant must serve it to the Landlord as soon as possible. Should the Landlord fail to comply with this Monetary Order, the Tenant may file this Monetary Order in the Small Claims Division of the Provincial Court where it will be enforced as an Order of that Court.

I make this decision on the authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: June 28, 2025

Residential Tenancy Branch