DECISION

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution (Application) under the *Residential Tenancy Act* (the Act) for:

- compensation under section 67 of the Act for damage or loss; and
- an order that the tenancy ended under section 44 of the Act due to frustration of the tenancy agreement.

This hearing also dealt with the landlord's Application under the Act for:

- compensation under section 67 of the Act for lost rent and damage caused by the tenant, their pets or their guests to the unit, site, or property;
- recovery of the filing fee for this Application from the tenant; and
- authorization to withhold the security and key deposits against the amounts owed under section 72(2)(b) of the Act.

Tenant I.C.L. attended the hearing on their own behalf.

Agent C.F. attended the hearing for the corporate landlord J.C.L.

Preliminary Matters

Although another applicant, V.T., was named in the tenant's Application, they are not named as a tenant in the tenancy agreement. At the hearing, the parties confirmed that V.T. is the tenant's minor son who is an occupant of the rental unit but not a tenant under the tenancy agreement.

As set out in section J of Residential Tenancy Policy Guideline (Guideline) # 13, occupants have no rights or obligations under the Act or tenancy agreement. As such, the dispute resolution process at the Residential Tenancy Branch (Branch) is not open to them.

As a result, I amended the tenant's Application to remove V.T. as a named applicant.

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

The agent for the landlord (Agent) acknowledged receipt of the tenant's Proceeding Package and evidence. They raised no service concerns. As a result, I found the landlord sufficiently served with these things for the purposes of the Act.

The tenant denied receipt of the landlord's Proceeding Package and evidence. The Agent stated that a registered mail package containing the landlord's Proceeding Package and all of the documentary evidence before me from the landlord was sent to the tenant by registered mail on April 11, 2025, at the address the tenant listed on their own Notice of Dispute Resolution Proceeding, as the tenant did not provide them with a forwarding address. They submitted an RTB-55 proof of service form in support of this testimony, as well as the tracking number, and a photograph of the fully addressed registered mail package with the tracking number affixed. Tracking information available based on that tracking number shows that a notice card was left for the tenant on April 14, 2025, and a final notice card was left on April 22, 2025, before the registered mail was returned to sender as unclaimed.

I asked the tenant why they did not pick up the registered mail and they stated that they left town a few days ago and were busy.

Sections 88(c) and 89(1)(c) of the Act both permit service by registered mail at the address of the recipient's residence. As a result, I find that the landlord was permitted under the Act to serve the tenant with the Proceeding Package and evidence at the address listed by the tenant as their address on their own Notice of Dispute Proceeding, by registered mail. Section 90(a) of the Act states that things given or served in accordance with sections 88 and 89 of the Act, unless earlier received, are deemed to be received the fifth day after they are mailed. Further to this, Guideline # 12 states that where things are sent by registered mail the refusal of the party to accept or pick up the item, does not override the deeming provision. Where the registered mail is refused or deliberately not picked up, receipt continues to be deemed to have occurred on the fifth day after mailing.

I do not accept that the tenant was unable to pick up the registered mail because they were out of town, as the registered mail was available for pick-up as early as April 14, 2025, and the tenant stated that they had only been out of town a few days immediately prior to the hearing on May 5, 2025. By that time, two separate notice cards had been left for them by Canada Post and the registered mail had already been returned to sender as unclaimed. I also do not accept that the tenant was unable to pick up the registered mail because they were "busy." This is far too vague to constitute clear evidence that they were unable to pick up the registered mail.

In the absence of any credible evidence that the tenant was prevented from picking up this registered mail for reasons beyond their control, I find that they were not. I therefore deem them served with it on April 16, 2025, five days after it was sent.

As a result of the above, I accepted all documentary evidence before me from the parties in relation to both Applications, and the hearing of both Applications proceeded as scheduled.

Issues to be Decided

Is the tenant entitled to $15,000.00 in compensation for damage or loss under section 67 of the Act?

Is the tenant entitled to an order that the tenancy ended under section 44 of the Act due to frustration of the tenancy agreement?

Is the landlord entitled to $5,732.87 in compensation under section 67 of the Act for lost rent, liquidated damages, and damage caused by the tenant, their pets or their guests to the unit, site, or property?

Is the landlord entitled to recovery of the filing fee for this Application from the tenant under section 72(1) of the Act?

Is the landlord entitled to withhold the security and key deposits against the amounts owed under section 72(2)(b) of the Act?

Background and Evidence

The tenancy agreement before me states that one the year fixed-term tenancy commenced on September 1, 2024. The end of the fixed term was set as August 31, 2025, after which time the tenancy could continue on a month-to-month (periodic) basis. Rent was set at $1,650.00, and due on the first day of each month. A security deposit in the amount of $850.00 was required, and the parties agreed that it was paid on August 21, 2024. Two $50.00 key deposits were also required and paid that same day. In total, the landlord collected $950.00 in deposits, all of which are currently held in trust by the landlord. I asked if the keys were the tenant's sole means of accessing the property and rental unit, and they stated that they were.

The tenancy agreement also contains a $1,000.00 liquidated damages clause and clauses relating to late rent and NSF fees. At the hearing, the parties agreed that the terms in the tenancy agreement are correct.

The parties agreed that this tenancy has ended. At first the tenant stated that they vacated the rental unit the same day that they provided the landlord with their notice to end tenancy, which was March 3, 2025. Then they stated that they moved out of the rental unit the weekend of March 29, 2025, and were out by Monday March 31, 2025. After that, the tenant stated that it was actually in February that they vacated, and that they moved out of the rental unit between February 26-28, 2025, as they wrote the landlord the letter explaining that they had ended their tenancy and why after they were in their new home and feeling safe.

The Agent acknowledged receipt of the tenant's notice on March 3, 2025, but stated that they believe the tenant to have vacated the rental unit in the first week of March. The Agent stated that although the keys have now been returned by the tenant, the unit and mailbox were re-keyed after the end of the tenancy when the tenant did not return them. An invoice for the $124.02 spent on this was submitted. The parties agreed that one set of keys was returned in the first week of March and the second set was returned on April 9, 2025.

The tenant argued that they had grounds to end their fixed term tenancy agreement early due to discrimination, sexual harassment, verbal abuse, intimidation, and loss of quiet enjoyment. The Agent disagreed stating that the tenant unlawfully ended their fixed-term tenancy agreement early, contrary to the Act. They also denied the tenant's allegations.

The tenant sought $15,000.00 in compensation for their loss of quiet enjoyment and having to move. They stated that although the building does not permit smoking, this was not being followed and they advised the landlord that two women were smoking outside every day in front of the unit. As a result, they stated that they could not use and enjoy their balcony. They accused the landlord of discriminating against them due to their race and the fact that they are an immigrant. They also accused the landlord of knowingly putting them in a rental unit across from someone with dementia who is a sexual predator.

The tenant stated that although they were advised to stay away from this person and ignore them, they could not as they are a health care worker. The tenant stated that although they could initially tolerate their interactions with the other person, they got out of hand, were grabbing at them, and they were forced to have sex with them. The tenant stated that they requested to be moved but were ignored. They also accused the landlord of not doing enough to assist the other person, like calling their family to support them.

The tenant stated that the landlord also failed to give them a payment plan to pay off back-owed rent, failed to serve them with a notice to end tenancy so that they could get assistance to pay their back-owed rent, and tricked them, so they left in silence. The tenant stated that they were scared for their life as their car was vandalized twice, they were being intimidated, the landlord showed preference to other occupants of the building over them, and showed no compassion to the senior resident they were having issues with.

The tenant stated that two police cars came to their new place looking for them and surmised that this was because the person they were having issues with at the rental unit was an ex-police officer. They stated that the police came to their house and stopped them on the street asking why they had not changed their driver's license address and accused the police of corruption and collusion with the landlord and the

resident of the building that they were having issues with. They also stated that they came here to clean up corruption.

The Agent stated that this is the first they are hearing of most of the tenant's claims. The Agent called into question the timing of the tenant's claims, stating that they only came up after the tenant abandoned the rental unit without proper notice in violation of their fixed-term tenancy agreement, and having failed to pay their rent. The Agent hypothesized that the tenant was in a relationship with the other person they accused of harassing and sexually assaulting them, and that this relationship broke down, triggering the tenant's allegations.

The Agent stated that the tenant signed a fixed-term tenancy agreement and is bound by it. They pointed to their monetary order worksheet showing the amounts they believe the tenant owes for February, March, and April rent, as well as damage, cleaning costs, re-keying, and liquidated damages. In total, they stated that the tenant owes $5,732.87 for these things. The Agent stated that the tenant had issues paying their rent on time, owes a significant amount of unpaid rent, broke their fixed-term tenancy agreement, broke or removed the shower head, failed to return all keys on time, and failed to leave the rental unit reasonably clean and is now trying to justify not having to pay the landlord what is owed.

The tenant denied failing to report these issues, stating that these issues were documented long before December. The tenant stated that they are seeking all of their rent back in addition to compensation for loss of quiet enjoyment as they had to live in agony because they were being manipulated by seniors and the owners and were being racially discriminated against.

The Agent reiterated their position that the alleged issues had never been reported to the landlord during the tenancy. They also stated that the tenant appears not to have called the police or the Branch during the tenancy regarding any of these alleged issues.

The parties also disagreed about laundry. The Agent stated that for $20.00 per month, tenants are provided a key to the laundry room, where they can have unlimited use of the laundry facilities. The landlord stated that although the tenant requested cancellation of their laundry access, ultimately, they chose to keep access to it and therefore were responsible for continuing to pay for it. The tenant stated that although they tried to cancel it as other occupants of the building would touch their laundry without their consent, the person responsible was too lazy to cancel the direct debit, so they were "forced" to keep paying for it.

Analysis

When two parties to a dispute provide equally possible accounts of events or circumstances related to a dispute, the party making the claim is responsible for providing evidence over and above their testimony to prove their claim. In this case, the

parties each bear the burden of proof on a balance of probabilities in relation to their own claims.

Is the tenant entitled to $15,000.00 in compensation for damage or loss under section 67 of the Act?

Section 7 of the Act states that if a landlord or tenant does not comply with the Act, regulations, or their tenancy agreement, the non-complying party must compensate the other party for any damage or loss that results. It also states that the party claiming the loss must do whatever is reasonable to minimize the damage or loss.

To be awarded compensation for a breach of the Act, the party claiming the loss must prove:

- the other party has failed to comply with the Act, regulation, or tenancy agreement;
- loss or damage has resulted from this failure to comply;
- the amount of or value of the damage or loss suffered; and
- they acted reasonably to minimize that damage or loss.

Section 28(b) of the Act states that a tenant is entitled to quiet enjoyment including, but not limited to, freedom from unreasonable disturbance.

Guideline # 6 states that a landlord is obligated to ensure that the tenant's entitlement to quiet enjoyment is protected. It defines a breach to the entitlement to quiet enjoyment as 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. It also states that while temporary discomfort or inconvenience does not constitute a basis for a breach of the entitlement to quiet enjoyment, frequent and ongoing interference or unreasonable disturbances may form a basis for a claim.

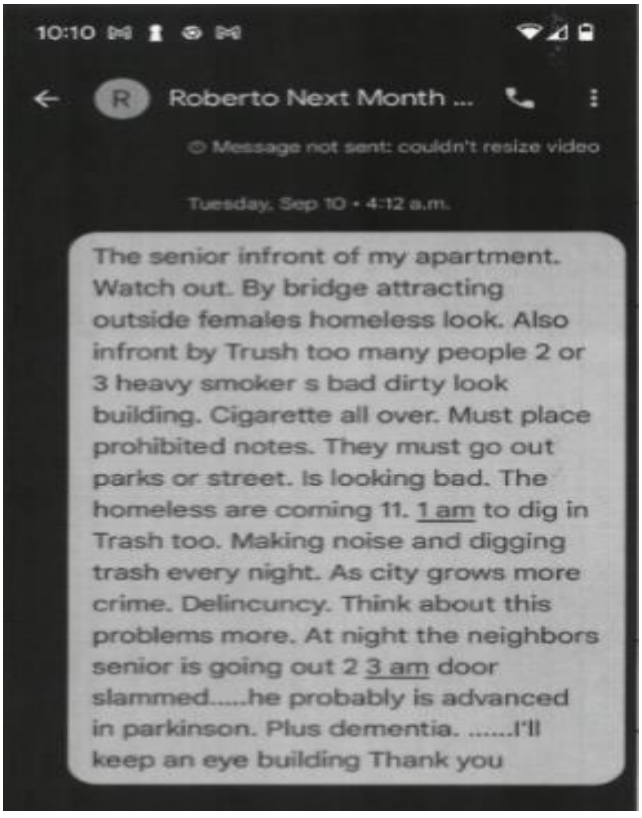
Further to the above, Guideline # 6 states that a breach of the entitlement to quiet enjoyment may form the basis for a claim for compensation for damage or loss under section 67 of the Act, and that in determining the amount by which the value of the tenancy has been reduced, the arbitrator will take into consideration the seriousness of the situation or the degree to which the tenant has been unable to use or has been deprived of the right to quiet enjoyment of the premises, and the length of time over which the situation has existed.

Although the tenant made many very serious accusations about the landlord, their agents, and other occupants of the property, they have failed to satisfy me, on a balance of probabilities, that the things alleged occurred.

The evidence submitted by the tenant consisted of:

- a monetary order worksheet;
- a photograph of contact information for the residential property;
- bank statements;
- an invoice from the landlord for amounts owed;
- a photograph that was too dark and of such poor quality that I could not determine what it was;
- a copy of two money orders or bank drafts;
- a copy of their notice to end tenancy dated March 3, 2025;
- a photograph of a car;
- photographs of the parking lot and dumpster;
- a copy of an email to the tenant from the landlord on April 3, 2025, about the amounts owed;
- an accounting of security deposit deductions from the landlord;
- copies of text messages with an agent for the landlord regarding laundry and complaints;
- their written request in February of 2025 for an extension to the due date for the remaining $650.00 in rent owed;
- the tenancy agreement and addendum; and
- a photo of a portion of their application for tenancy.

None of this evidence came close to establishing the very egregious claims made. The only evidence before me from the tenant regarding complaints made during the tenancy is the text message below from September 10, 2024:



Five pictures were also included in this text message exchange. These pictures showed the parking area and an adjacent property, the area the tenant alleged people were smoking in, and someone in the dumpster. While this text establishes that the tenant made one complaint, it does not demonstrate breaches of the Act by the landlord such that the tenant would be entitled to the $15,000.00 in compensation for the return of all rent paid, plus compensation for loss of quiet enjoyment. This complaint also makes no mention of the very serious allegations made by the tenant about discrimination, racism, mistreatment, harassment, and sexual assault. The Agent also denied the legitimacy of these claims or any knowledge of these issues during the tenancy.

As a result, I find that the tenant has failed to satisfy me that they are entitled to the compensation sought. I therefore dismiss their claim for $15,000.00 in compensation without leave to reapply.

Is the tenant entitled to an order that the tenancy ended under section 44 of the Act due to frustration of the tenancy agreement?

Section 44 of the Act sets out how a tenancy may end, and includes, under section 44(1)(e), frustration.

Although the tenant argued that the tenancy was ended due to frustration, I do not agree. Guideline # 34 deals with frustration. It states that a contract is frustrated where, without the fault of either party, a contract becomes incapable of being performed because an unforeseeable event has so radically changed the circumstances that fulfillment of the contract as originally intended is now impossible. Where a contract is frustrated, the parties to the contract are discharged or relieved from fulfilling their obligations under the contract.

As set out in Guideline #34, the test for determining that a contract has been frustrated is a high one. The change in circumstances must totally affect the nature, meaning, purpose, effect, and consequences of the contract so far as either or both of the parties are concerned. Mere hardship, economic or otherwise, is not sufficient grounds for finding a contract to have been frustrated so long as the contract could still be fulfilled according to its terms.

As set out above, the tenant has failed to satisfy me of the allegations made about the landlord, their agents, or other occupants of the residential property. As a result, I find there to be no basis for their claim that the tenancy was frustrated as a result of these alleged things. I therefore dismiss the tenant’s claim for an order that the tenancy ended due to frustration without leave to reapply.

Although the tenant was initially confused about when, exactly, they vacated the rental unit, I accept their affirmed testimony that it was between February 26-28, 2025. I also accept that they did not provide the landlord with any notice that they were ending their tenancy until March 3, 2025, after they had moved into their new place.

As the tenant was subject to a fixed-term tenancy with an end date of August 31, 2025, I find that the tenant was not entitled to unilaterally end their tenancy unless section 45(3) or 45.1 of the Act applied. As there is no evidence before me that section 45.1 of the Act, which deals with the ending of a tenancy due to family violence or long-term care applies, I find that it does not.

Although section 45(3) of the Act allows a tenant to unilaterally end a fixed-term tenancy agreement early for breach of a material term of the tenancy agreement, the tenant did not comply with the requirements for ending a tenancy for this purpose set out in Guideline #8. Although the tenant served the landlord with their notice to end tenancy on March 3, 2025, this was after they had already vacated the rental unit. While it contained the reasons for ending the tenancy, it made no mention of material terms, and gave no deadline for the landlord to remedy the issues. As a result, I find that it does not constitute a breach letter for the purpose of lawfully ending the tenancy under section 45(3) of the Act. Further to this, I have already found about that the tenant has failed to satisfy me that the things they alleged actually occurred.

Based on the above, I find that the tenant therefore breached the Act and the terms of their fixed-term tenancy when they ended their tenancy.

Is the landlord entitled to $5,732.87 in compensation under section 67 of the Act for lost rent, liquidated damages, and damage caused by the tenant, their pets or their guests to the unit, site, or property?

For the sake of clarity, I have separated out the matters of unpaid and lost rent, liquidated damages, and compensation for damage and cleaning costs. I will start with the matter of rent.

Rent

Section 26 of the Act states that a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with the Act, the regulations, or the tenancy agreement, unless the tenant has a right under the Act to deduct all or a portion of the rent.

There are five situations when a tenant may lawfully and unilaterally reduce or withhold rent:

- the tenant has at the time rent is withheld or reduced, an arbitrator’s decision allowing the deduction;
- the landlord illegally increases the rent, in which case the illegal rent increase amount may be withheld;
- the landlord has overcharged for a security or pet damage deposit, in which case the tenant may deduct the amount overpaid from their rent;
- the landlord refuses the tenant’s written request for reimbursement of emergency repairs completed and invoiced in accordance with section 33 of the Act; or

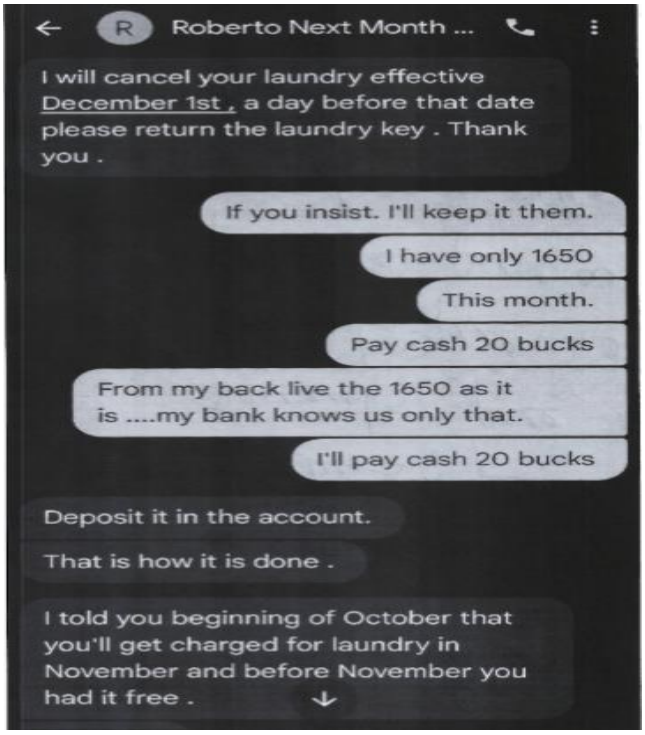
- the tenant was served with a notice to end tenancy by the landlord that includes related compensation by way of a rent reduction, such as a Two Month Notice to End Tenancy for Landlord's Use of Property.

They may also withhold or reduce rent if they have the landlord's written permission to do so.

There is no evidence before me that the tenant had any of the above noted lawful reasons to reduce or withhold rent. As a result, I find that they did not.

Both parties submitted copies of the tenancy agreement and addendum entered into on August 21, 2024, for a one-year fixed-term tenancy commencing on September 1, 2024. In the tenancy agreement, the tenant agreed to pay $1,650.00 in rent on the first day of each month. They also agreed to pay a $25.00 administration fee per returned cheque and a $25.00 fee for the late payment of rent.

According to the text message exchange below, I am also satisfied that tenants of the property were required to pay $20.00 per month for unlimited access to the laundry room, and that the tenant chose to pay for this service and was given a key.



Based on the evidence and testimony before me, I am satisfied that the tenant's February rent payment was returned by the bank as NSF. As a result, I find that the landlord was entitled to charge them a $25.00 NSF fee and a $25.00 late fee, as per the terms of their tenancy agreement. Although the tenant subsequently paid $1,000.00 of the $1,650.00 in rent owed for February, I am satisfied that they still owe $650.00.

Although the tenant argued that they were “forced” to keep paying for laundry access even though they wanted to cancel this service, I disagree. Having reviewed the text message exchange between the tenant and another agent for the landlord regarding laundry, I am satisfied that despite initially requesting to cancel their access to the laundry room, they ultimately chose, but were not forced, to keep paying for this service. As a result, I find that they also owed $20.00 per month for laundry.

Based on the above, the landlord has satisfied me that they are entitled to the $720.00 sought for February 2025 as follows:

- $650.00 in unpaid rent;
- $25.00 for the NSF fee;
- $25.00 for the late fee; and
- $20.00 for laundry.

Based on the evidence and testimony before me, I am satisfied that the tenant’s March rent payment was also returned by the bank as NSF. Although the tenant had vacated the rental unit at the end of February, they did not advise the landlord that they had vacated or why until March 3, 2025, which is after rent for March 2025 was due. As a result, I am also satisfied that the landlord is owed the $1,720.00 sought for March as follows:

- $1,650.00 in unpaid rent;
- $25.00 for the NSF fee;
- $25.00 for the late fee; and
- $20.00 for laundry.

Further to this, the tenant paid no rent for April 2025, and the tenant was subject to a fixed-term tenancy agreement. I have already found above that they breached both the fixed term tenancy agreement and the Act when they ended the tenancy in this manner.

As a result, I therefore grant the landlord recovery of the $1,650.00 sought in lost rent for April of 2025, as I am satisfied that the landlord lost out on this rent due to the timing and manner in which they ended their tenancy, as well as the state the rental unit was left in at the end of the tenancy.

Liquidated Damages

In the tenancy agreement the tenant agreed to pay $1,000.00 in liquidated damages if they breached their fixed term tenancy agreement by ending it early or causing it to be ended early by the landlord.

Guideline #4 defines a liquidated damages clause as a clause in a tenancy agreement where the parties agree in advance the damages payable in the event of a breach of the tenancy agreement. It sates that the amount agreed to must be a genuine pre-estimate of the loss at the time the contract is entered into, otherwise the clause may be held to constitute a penalty and as a result will be unenforceable. Guideline #4 also sets out a

number of tests that may be used to determine if the clause is a penalty clause or a liquidated damages clause, as follows:

- a sum is a penalty if it is extravagant in comparison to the greatest loss that could follow a breach;
- if an agreement is to pay money and a failure to pay requires that a greater amount be paid, the greater amount is a penalty;
- if a single lump sum is to be paid on occurrence of several events, some trivial some serious, there is a presumption that the sum is a penalty.

The amount set out, $1,000.00, represents less than one full month of rent. As a result, I do not find it extravagant in comparison to the greatest loss that could be suffered by the landlord. The liquidated damages clause also does not fall into either of the other two circumstances set out above. Finally, the tenant did not argue that it was a penalty rather than a genuine pre-estimate of the anticipated costs associated with having to re-rent the unit prematurely.

As a result, I find that the liquidated damages clause is valid and enforceable against the tenant. I therefore grant the landlord recovery of this amount.

Compensation for Damage and Cleaning

Section 32(3) of the Act states that a tenant of a rental unit 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.

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

Section 37(2)(b) states that when a tenant vacates a rental unit, the tenant must give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

I am satisfied based on the affirmed testimony of the parties and the documentary evidence before me, that the tenant breached section 37(2)(a) and 37(2)(b) of the Act by failing to leave the rental unit reasonably clean and undamaged, and failing to return all keys.

The condition inspection report and photographs submitted by the landlord satisfy me that the shower head was missing at the end of the tenancy and that the rental unit was not left clean. The landlord also submitted a cleaning invoice in the amount of $487.50 and a receipt in the amount of $31.35 for the purchase of a shower head. The landlord also submitted an invoice for lock and key replacement in the amount of $124.02.

Although the tenant did return one set of keys in the first week of March, they retained the other set until April 9, 2025. More than one month after the end of the tenancy. As a

result, I find it was reasonable for the landlord to have changed the lock to the rental unit and mailbox.

Based on the above, I am satisfied that the landlord incurred the above noted $642.87 in losses due to the tenant's breaches to section 37(2) of the Act. I am also satisfied that the landlord acted reasonably to mitigate these losses by having these things done expediently and at a reasonably economic rate. I therefore grant them recovery of this amount.

Is the landlord entitled to recovery of the filing fee for this Application from the tenant under section 72(1) of the Act?

Recovery of the filing fee is at my discretion. As the landlord was successful in their Application, I grant them recovery of the $100.00 filing fee from the tenant under section 72(1) of the Act.

Is the landlord entitled to withhold the security and key deposits against the amounts owed under section 72(2)(b) of the Act?

The tenancy agreement before me states that the tenant was required to pay an $825.00 security deposit. At the hearing, the parties agreed that this amount was paid on August 21, 2025, and is still held in trust by the landlord.

At the hearing, the tenant acknowledged that they did not provide the landlord with their forwarding address in writing as they "didn't have the need to do so." However, the requirements under section 38(1) of the Act for a landlord to return or claim against a security deposit are not triggered until 15 days after the later of the date the tenancy ends or the date that the tenant provides the landlord with their forwarding address in writing.

As the tenant acknowledges that they did not provide the landlord with their forwarding address, I therefore find that section 38(1) of the Act has not yet been triggered and that the landlord has therefore lawfully withheld the security deposit.

The landlord also collected $100.00 in key deposits, $50.00 for each set of keys. Although section 6(1) of the regulation permits landlords to charge a refundable key deposit, section 6(2) of the Act prohibits landlords from doing so if the key or access device for which the fee is charged, is the tenant's sole means of access to the residential property. As a result, I find that the landlord was only entitled to charge the tenant one key deposit for the second set of keys. As both sets of keys were eventually returned, albeit one set was returned late, I also find that the landlord should have returned these deposits. I therefore award the tenant recovery of this $100.00. This amount will be offset against the amounts awarded to the landlord.

I am satisfied that the landlord currently holds $836.44 in trust as a security deposit. This includes the $825.00 paid on August 21, 2025, plus $11.44 of interest accrued as

of today's date. Pursuant to section 72(2)(b) of the Act, I permit the landlord to withhold this amount in partial satisfaction of the above noted amounts owed.

Pursuant to section 67 of the Act, the landlord is provided with a Monetary Order in the amount of **$4,896.43** for the remaining balance owed and I order the tenant to pay this amount to the landlord.

Conclusion

Pursuant to section 67 of the Act, I grant the landlord a Monetary Order in the amount of **$4,896.43** under the following terms:

Monetary Issue	Granted Amount
compensation for damage, rent, and liquidated damages	$5,732.87
recovery of the filing fee	$100.00
less the security deposit retained	-$836.44
less the $100.00 owed to the tenant for their key deposits	-$100.00
Total Amount	**$4,896.43**

The landlord is provided with this Order in the above terms and the tenant must be served with a copy of **this Order** by the landlord as soon as possible. Should the tenant fail to comply with this Order, it may be filed and enforced in the Provincial Court of British Columbia (Small Claims Court) as it is equal to or less than $35,000.00.

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 in subsection (1)(d). As a result, I find that neither the validity of this decision, nor my authority to render it, are affected by the delay.

This decision is made on authority delegated to me by the Director of the Branch under section 9.1(1) of the Act.

Dated: June 5, 2025

Residential Tenancy Branch