

DECISION

Introduction

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

- a Monetary Order for unpaid rent under section 67 of the Act
- a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act
- authorization to retain all or a portion of the Tenant's security deposit in partial satisfaction of the Monetary Order requested under section 38 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

and the Tenant's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- a Monetary Order for the return of all or a portion of their security deposit and/or pet damage deposit under sections 38 and 67 of the Act

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

I find that the Landlord(s) acknowledged service of the Proceeding Package and are duly served in accordance with the Act.

I find that the Tenant(s) acknowledged service of the Proceeding Package and are duly served in accordance with the Act.

Service of Evidence

I find that the Landlord(s) acknowledged service of the Tenant's evidence and are duly served in accordance with the Act.

I find that the Tenant(s) acknowledged service of the Landlord's evidence and are duly served in accordance with the Act.

Issues to be Decided

Is the Landlord entitled to a Monetary Order for unpaid rent?

Is the Landlord entitled to a Monetary Order for damage to the rental unit or common areas?

Is the Landlord entitled to retain all or a portion of the Tenant's security deposit in partial satisfaction of the monetary award requested?

Is the Landlord entitled to recover the filing fee for this application from the Tenant?

Is the Tenant entitled to a Monetary Order for the return of all or a portion of their security and/or pet damage deposit?

Facts and Analysis

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

The Tenant provided a copy of the tenancy agreement. It indicates a month to month tenancy started on November 15, 2023, with \$2200 monthly rent due on the 15th day of each month, and an \$1100.00 security deposit, and an \$1100.00 pet damage deposit.

Both parties agree that monthly rent remained \$2200.00 when the Tenant vacated on April 30, 2025. Both parties further agree that on April 2, 2025, the Tenant gave the Landlord a notice to end tenancy with an effective date of April 30, 2025.

Is the Landlord entitled to a Monetary Order for unpaid rent?

Section 26(1) of the Act states a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

Section 45(1) of the Act states that a tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that is not earlier than one month after the date the landlord receives the notice, and is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

Section 53 of the Act clarifies that if a tenant gives notice to end a tenancy effective on a date that does not comply with the Act the incorrect effective date is automatically changed.

In this case, the Tenant gave the Landlord her Notice to End Tenancy on April 2, 2025, with an intended move-out date of April 30, 2025. However, because rent was due on the 15th of each month, the notice did not comply with section 45(1)(a). Thus, I find, per section 53 of the Act the corrected effective date of the Tenant's Notice to End Tenancy to be May 14, 2025.

Both parties agree that the Tenant paid \$1100.00 in rent for the period of April 15 to April 30 of 2025, but further rent was paid.

Both parties agree that the occupants of the upper rental unit took over the Tenant's rental unit in addition to their own unit after the Tenant vacated. Both parties further agree that the Tenant, per the Landlord's instructions, gave the rental unit keys to the occupants of the upper unit when she vacated.

The Tenant affirms that new occupants moved into the rental unit on May 1, 2025. However, the Landlord, and his witness C.D., who is one of the new occupants, both affirm that rental unit was not fit for occupation and the new occupants cleaned the rental unit for the Landlord before actually moving into the rental unit on May 15, 2025.

I find the Tenant is liable for rent until May 14, 2025, and that, as she only paid half the rent for the period April 15, 2025, to May 14, 2025, I find the Landlord is entitled to a monetary order for unpaid rent in the amount of \$1100.00.

Is the Landlord entitled to a Monetary Order for damage to the rental unit or common areas?

To be awarded compensation for a breach of the Act, the landlord must prove:

- the tenant 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
- the landlord acted reasonably to minimize that damage or loss

The Landlord requests \$8072.25 in compensation for damaged flooring, damaged weather stripping around the interior door, a broken fridge handle, a broken kitchen drawer.

The Tenant provided a copy of the move in Condition Inspection Report (CIR) that is signed by both parties.

The Landlord affirms he informed the Tenant that he would be at the rental unit for a move out inspection on May 1, 2025, between 4:00 and 6:00 PM. The Tenant affirms the Landlord told her he would be at the rental unit on May 1, 2025, but did not say what time. Both parties agree that the Tenant told the Landlord to go ahead without her. The Landlord confirms not giving the Tenant a second opportunity to attend the move out inspection and affirms completing the move out inspection by himself on May 1, 2025.

However, no copy of a move out CIR was provided by either party. The Landlord affirms completing one, but the Tenant affirms she never received a copy of this CIR from the Landlord.

The move in CIR states that the flooring in the entryway and living room has scratches, although the remaining floors are indicated as being in good condition.

The Landlord affirms that the laminate flooring was extensively damaged during the tenancy, and he attributes it to the Tenant's unauthorized introduction of three cats into the unit. He submitted a quote from a flooring company estimating the replacement cost at \$6,872.25. The Landlord provided multiple photographs showing extensive wear on the edges of the laminate floor boards, with the top layer peeling up and off in many locations. However, in the provided photographs, I fail to see any damage, such as scratches or indents, in the flooring of a nature that I would expect to see as a result of animals.

The Tenant affirms that the suite, including the floors, was left in good condition. However, she also affirms that two professional floor installers had previously told her the flooring had pre-existing water damage, although she did not submit any documentation to support this.

The Landlord claims the Tenant's unauthorized pets caused significant damage to the laminate flooring. However, the evidence, including photos, I find do not show pet-related damage, and the move-in CIR notes some pre-existing scratches. In the absence of a completed move-out inspection report, and with the Tenant's denials, I find the Landlord failed to provide sufficient evidence to support their claim, and I decline to award compensation for said flooring.

Regarding the Landlord's claims regarding the damaged weather stripping around the interior door, a broken fridge handle, a broken kitchen drawer, the Landlord affirms they have not yet repaired the damage. They further affirm not having any estimates of repair costs beyond a verbal informal one relating to the weatherstrip that the Landlord affirms getting from friend after showing him photographs. I find this verbal estimate to be insufficient, and therefore, along with the lack of proper estimates for the other requested damages, I find that the Landlord has failed to prove the value of the damage and, as such, I decline to award compensation.

The Landlord affirms paying the new occupants \$900.00 to clean the rental unit after the Tenant vacated, and the Landlord's witness corroborates this. However, cleaning is not damage, and furthermore, I find the Landlord has provided insufficient evidence that \$900.00 of cleaning was required. For these reasons, I decline to award compensation for cleaning.

Is the Landlord entitled to retain all or a portion of the Tenant's security deposit in partial satisfaction of the monetary award requested?

I find the Landlord is entitled to retain \$1100.00 of the Tenant's security deposit as full satisfaction of their monetary award for unpaid rent.

Is the Tenant entitled to a Monetary Order for the return of all or a portion of their security and/or pet damage deposit?

I find the Tenant is entitled to the return of the full amount of their pet damage deposit, \$1100.00, plus \$39.20 of interest, as well as \$39.20 of interest from their security deposit, for a total amount of **\$1,178.40**.

Is the Landlord entitled to recover the filing fee for this application from the Tenant?

As both parties have been partially successful in their applications, the Landlord's application for authorization to recover the filing fee for this application from the Tenant under section 72 of the Act is dismissed, without leave to reapply.

Is the Tenant entitled to recover the filing fee for this application from the Landlord?

As both parties have been partially successful in their applications, the Tenant's application for authorization to recover the filing fee for this application from the Landlord under section 72 of the Act is dismissed, without leave to reapply.

Conclusion

I grant the Landlord a Monetary Order for unpaid rent in the amount of **\$1100.00** under section 67 of the Act. The Landlord may retain the full amount of the Tenant's security deposit, minus interest, as full satisfaction of the monetary order.

I grant the Tenant a Monetary Order in the amount of **\$1,178.40** under the following terms:

Monetary Issue	Granted Amount
a Monetary Order for the return of all or a portion of their security deposit and/or pet damage deposit under sections 38 and 67 of the Act	\$1,178.40
Total Amount	\$1,178.40

The Tenant is provided with this Order in the above terms and the Landlord(s) must be served with **this Order** as soon as possible. Should the Landlord(s) fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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: August 14, 2025