

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 money owed or compensation for damage or loss under the Act, regulation or tenancy agreement under section 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

This hearing dealt with 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 under sections 38 and 67 of the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

I.O. and F.S. attended the hearing for the Tenants.

B.C. attended the hearing for the Landlord.

Service of Notice of Dispute Resolution Proceeding Package

The Tenants agreed that they had been served with the Landlord's Proceeding Package. I find that the Tenants were served in accordance with the Act.

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Service of Evidence

I find that the Tenants' evidence was served to the Landlords in accordance with section 88 of the Act.

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Issues to be Decided

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

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 Tenant entitled to a Monetary Order for the return of all or a portion of their security deposit?

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

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

Background and Evidence

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

Evidence was provided showing a monthly rent of \$2,975.00, due on the last day of the month, with a security deposit in the amount of \$1,487.50.

On June 11, 2025, the Landlord applied for Dispute resolution, requesting a monetary order for unpaid rent as well as authorization to retain the Tenant's security deposit.

Unpaid Rent for June

The Landlord claimed entitlement to unpaid rent owing in the amount of \$1,487.50 for the period spanning June 1 through June 15, 2025. The Landlord explained that the Tenants had notified him via email on May 1, 2025, of their intention to vacate the rental unit on May 31, 2025.

The parties agree that a phone call occurred on May 2, 2025, and that during this time the Tenants told the Landlord that he could disregard their e-mail of May 1 and that they wanted to continue the tenancy.

The parties agree that another phone call occurred on May 16, during which IO informed the Landlord that the Tenants again wanted to vacate the rental unit on May 31, 2025. The Landlord said that he had asked for another 30 day written notice to end the tenancy and that IO said that she would not be providing this and that she would move out May 31, 2025. IO said that during this phone call she told the Landlord they would permit him to begin showing the rental unit to other prospective renters if he agreed to return their security deposit at the end of the month and that the Landlord agreed to this.

The Landlord insisted that he did not agree to return their security deposit at the end of the month if they would permit him to begin showing the rental unit to other prospective renters. The Landlord said that the Tenant's verbal notice had the effect of ending the tenancy at the end of the following month, or June 15, 2025.

The Landlord did not return the security deposit.

On June 30, 2025, the Tenants applied for Dispute resolution, requesting the return of their security deposit.

Analysis

When two parties to a dispute provide equally possible accounts of events or circumstances related to a dispute, the party making the claim has responsibility to provide evidence over and above their testimony to prove their claim.

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

While the Landlord in their application claimed they were seeking a Monetary Order for money owed or compensation for damage or loss under the Act or tenancy agreement, I find that the Landlord is in fact seeking unpaid rent as a result of the Tenant failing to provide adequate notice of their decision to end the tenancy.

Section 26 of the Act states that a Tenant must pay rent to the Landlord, regardless of whether the Landlord complies with the Act, regulations or tenancy agreement, unless the Tenant has a right to deduct all or a portion of rent under the Act.

Based on the evidence before me, I find that the Landlord has established a claim for unpaid rent owing for the month of June.

In reaching this conclusion, I have considered term 14 of the tenancy agreement which states:

The Tenant may end a monthly, weekly or other periodic tenancy by giving the Landlord at least one month's written notice. A notice given the day before the rent is due in a given month ends the tenancy at the end of the following month. [For example, if the Tenant wants to move at the end of May, the Tenant must make sure the Landlord receives written notice on or before April 30th.]

I accept that the Landlord received notice of the Tenant's intention to end the tenancy via text message on May 1, 2025, and that the parties agreed that this had been cancelled. Although the Landlord received verbal notice of the Tenants intention to end the tenancy on May 16, 2025, they did not provide written notice. As the rent was due on the first of each month, and the tenancy was on a month-to-month basis, I find that the earliest the tenancy could end by way of a notice given on any day in May would be at the end of the following month, or June 30, 2025.

While the Tenants argued that the Landlord agreed to accept their verbal notice ending the tenancy on May 31, 2025, I have preferred the Landlord's testimony that he did not do so. In reaching this conclusion, I have considered Residential Tenancy Branch Policy Guideline #7 which states that a landlord may access a rental unit if they give proper notice and that their reason for entry is for a reasonable purpose. A "reasonable purpose" includes showing the premises to prospective tenants. In the circumstances, I find that the Tenant was not offering any benefit to the Landlord that they did not already possess and that their argument that the Landlord agreed to forego any loss of rent due to improper notice is not compelling.

While I have found that the Landlord was entitled to rent for the month of June, he has only claimed rent in the amount \$1,487.50 for the period spanning June 1 through June 15. Therefore, I find the Landlord is entitled to a Monetary Order for unpaid rent under section 67 of the Act, in the amount of \$1,487.50.

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

As the Landlord was successful in their application, I find that the Landlord is entitled to recover the \$100.00 filing fee paid for this application under section 72 of the Act.

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

Section 38 of the Act states that within 15 days of either the tenancy ending or the date that the Landlord receives the Tenant's forwarding address in writing, whichever is later, a Landlord must repay a security deposit to the Tenant or make an application for dispute resolution to claim against it.

As I have found that the Tenants notice ended the tenancy on June 30, 2025, and the Landlord made their application on June 11, 2025, I find that the Landlord made their application within the timeframe permitted.

Under section 72 of the Act, in satisfaction of the monetary award of \$1,487.50 I allow the Landlord to retain the Tenant's security deposit of \$1,487.50 plus interest in the amount of \$79.38, calculated as follows:

2022 \$1487.50: \$0.00 interest owing (0% rate for 87.67% of year)
2023 \$1487.50: \$29.07 interest owing (1.95% rate for 100.00% of year)
2024 \$1491.08: \$40.98 interest owing (2.7% rate for 100.00% of year)
2025 \$1521.52: \$9.33 interest owing (0.95% rate for 63.29% of year)

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

As I have already determined that the Landlord is entitled to retain the Tenant's security deposit of \$1,487.50 under section 72 of the Act, the Tenant's request for the return of their security deposit is dismissed without leave to reapply.

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

As the Tenant was not successful in their application, the Tenant's request for the return of their filing fee is dismissed without leave to reapply.

Conclusion

I grant the Landlord a Monetary Order in the amount of **\$20.62** under the following terms:

Monetary Issue	Granted Amount
a Monetary Order for unpaid rent under section 67 of the Act	\$1,487.50
authorization to recover the filing fee for this application from the Tenant under section 72 of the Act	\$100.00
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	-\$1,566.88
Total Amount	\$20.62

The Landlord is provided with this Order in the above terms and the Tenant(s) must be served with **this Order** as soon as possible. Should the Tenant(s) fail to comply with this Order, this Order may be filed and enforced in the Provincial Court of British Columbia (Small Claims Court) if equal to or less than \$35,000.00. Monetary Orders that are more than \$35,000.00 must be filed and enforced in the Supreme Court of British Columbia.

The Tenant's request for the return of their security deposit is dismissed without leave to reapply.

The Tenant's request for the return of their filing fee is dismissed without leave to reapply.

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 19, 2025