

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 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
- a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

Landlord N.R., Landlord M.G. and Landlord D.G. attended the hearing for the Landlord. Tenant G.D. attended the hearing for the Tenant.

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

Based on the submissions before me, I find that the Landlord's evidence was served to the Tenant in accordance with section 88 of the Act.

Based on the submissions before me, I find that the Tenant's evidence was served to the Landlord in accordance with section 88 of the Act.

Issues to be Decided

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

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

Is the Tenant entitled to a Monetary Order for compensation for damage or loss.

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

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

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 Landlord provided a copy of an RTB-1 tenancy agreement signed by the Landlord and both A.D. and G.D. on November 22, 2020. It was for a fixed term from December 1, 2020, to November 30, 2021, and has a \$1050.00 security deposit. Both A.D. and G.D. are indicated as tenants on the first page.

The Landlord provided a copy of an undated move in Condition Inspection Report (CIR) that shows a December 1, 2020, possession date. G.D. is the person named in the CIR as tenant and is the sole person who signed as tenant. I find this move in CIR relates to the above tenancy.

The Landlord provided a copy of a second RTB-1 tenancy agreement that was signed by the Landlord and A.D. on September 2 and September 4 of 2023, respectively. G.D. did not sign this tenancy agreement and only A.D. is indicated on page 1 as being a tenant. It is a month to month tenancy beginning December 1, 2023. No security deposit is indicated but both parties agree a \$1050.00 security deposit was paid and applies to this tenancy. Both parties agree that the G.D. and A.D. both lived in the rental unit until they vacated on May 31, 2025.

I find that the second tenancy agreement was the one in effect at the time Tenant A.D. vacated. I further find that the sole tenant in this agreement is Tenant A.D., as G.D. was not named as tenant, nor signed the tenancy agreement, I find that he was an occupant, not a tenant.

As a new, and last, tenancy was created on December 1, 2023, I find that the move in CIR provided by the Landlord does not apply to the tenancy that was in effect when Tenant A.D. vacated, and a new move in condition inspection, with related report, should have been done, as required by section 23 of the Act.

Both parties agree that both parties were at the rental unit the day the Tenant vacated, but that a move out CIR was not completed. Each party presented a different version of events regarding why one was not completed at this time. The Landlord said he waited for the Tenant to finish cleaning, but that the Tenant just left, while the Tenant affirms they told the Landlord that they had limited time and left because the Landlord continued a lengthy telephone conversation. a move out condition inspection report was not completed. I find that which of the versions of events presented is irrelevant as both parties agree the Landlord did not provide the Tenant with a second opportunity to do a condition inspection, as required by section 35(2) of the Act nor did the Landlord complete the condition inspection report as required by section 35(3) of the Act.

The Landlord provided the following Monetary Order Worksheet:

| | | |
|-----------------------------------|--|----------------|
| PAINTING | | 2,000.00 \$ |
| DINNING ROOM FLOOR REPLACE | | 500.00 \$ |
| FRIDGE FLOOR DAMAGE | | 500.00 \$ |
| WINDOW SCREENS | | 250.00 \$ |
| JUNK REMOVAL | | 300.00 \$ |
| BATHROOM DOOR | | 150.00 \$ |
| Total monetary order claim | | \$ 2700 |

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

As the Landlord did not provide either a move in, or a move out CIR related to the tenancy that was in effect when the Tenant vacated the rental unit, nor did they provide

receipts, estimates, or similar, for the alleged damages. I find I am unable to determine the value of their loss, or damage. As such, I decline to award the Landlord compensation for anything beyond the broken bathroom door, of which provided photographs show that it was forced open, and the Tenant affirms this to be true and accepts responsibility for the damaged door. Despite the lack of supporting receipts, I find \$150.00 to be a reasonable amount and award the Landlord compensation of \$150.00.

Regarding the junk removal, no receipts were provided, and the Landlord confirms that some of the alleged junk left behind was actually removed by the Tenant. Furthermore, the Landlord affirms the compensation relates more to belongings left inside the garage, of which no photographs were provided, and not the belongings in the single photograph provided by the Landlord. As such I find I am unable to determine the value of the Landlord's loss and decline to award compensation.

I find the Landlord is entitled to a monetary order of \$150.00 for damage to the rental unit or common areas under sections 32 and 67 of the Act.

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

Both parties agree that the Tenant provided the Landlord with their forwarding address prior to vacating the rental unit. As such I find the Tenant is entitled to a Monetary Order for the return of their security deposit, in the amount of \$1050.00, plus \$36.80 of interest, a total amount of **\$1086.80**.

Is the Tenant entitled to a Monetary Order for compensation for damage or loss.

In their Notice of Dispute Resolution Proceeding the Tenant writes, "Rent increase above allowed amount. Dec 2021 - November 2023 \$822.00 Dec 2023 - November 2024 \$3310.44 Dec 2024 - May 2025 \$1263.88."

I find this is not substantially related to the other claims of both parties, namely it is not related to damage and the security deposit.

Under Rules of Procedure 2.3 and 6.2 Arbitrators may use their discretion to dismiss unrelated claims. Therefore, I choose to sever this issue, the Tenant has leave to reapply. I make no findings on the merits of the matter. Leave to reapply is not an extension of any applicable limitation period.

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

As the Tenant was only partially successful in their application, 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.

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

As the Landlord was only partially successful in their application, 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.

Conclusion

I grant the Tenant a Monetary Order in the amount of **\$936.80** under the following terms:

| Monetary Issue | Granted Amount |
|---|-----------------|
| a Monetary Order for the return of all or a portion of their security deposit under sections 38 and 67 of the Act | \$1086.80 |
| a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act | \$150.00 |
| Total Amount | \$936.80 |

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 25, 2025

Residential Tenancy Branch