

DECISION

Introduction

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

- 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

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

- a Monetary Order for monetary compensation for monetary loss or other money owed.
- to retain all or part of the security deposit
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

Both parties appeared, gave testimony, and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions at the hearing.

Evidence

The Landlord confirmed that they received the Tenants evidence.

The Tenant stated that they did not receive any evidence from the Landlord.

The Landlord testified that they sent their evidence to the Tenant on August 7, 2025. The Landlord provide a copy of the Canada Post Number, which shows on August 8, 2025, a notification card was left for the Tenant. I find the Tenant was served in accordance with the Act.

The Tenant argued that they did not receive any notification card. I did consider adjourning the matter to ensure the evidence is received by the Tenant. However, the evidence was explained at the hearing, which is a copy of the Four Month Notice, and photographs show that the Tenant's brother is still living in the rental unit, which the Tenant confirmed to be true. Therefore, I find an adjournment would serve no purpose.

Preliminary Issues

An interpreter scheduled to assist the landlord did not arrive until 32 minutes into the hearing. The landlord's son provided interpretation and assistance during the hearing and interpreter service were not required.

Issues to be Decided

Is the Tenant entitled to compensation under section 51 of the Act?

Is the Tenant entitled to the return of their security Deposit?

Is the landlord entitled to a monetary order for unpaid rent?

Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

Background and Evidence

The tenancy began on March 1, 2019. Rent in the amount of \$4,000.00 was payable on the first of each month. The Tenant paid a security deposit of \$2,000.00. Filed in evidence is a copy of the tenancy agreement.

In this matter both applications contain different rent amounts.

The Tenant's application states rent is \$3,400. The Landlord's application shows that the rent is \$4,200.00.

The Tenant stated that their brother was living with them for approximately four years, and they had no sublease agreement with their brother and their brother never paid them any rent. The Tenant submits in the sequence of events that they had permission to rent out the other rooms in order to help reduce their rental expenses.

The Tenant confirmed that over the course of the tenancy their rent increased from \$4,000.00 to \$4,200.00.

The Tenant in 2024, due to a family dispute, informed the Landlord that they could no longer cover the full rent corresponding to the space their brother was occupying. The

Tenant stated that the Landlord made a payment arrangement where their brother to pay \$800.00 directly to the Landlord and this amount is deducted from their rent, and they are paying \$3,400.00 per month. The Tenant submits that this agreement between the Landlord and any other arrangement with their brother, was no longer their concern. This created two separate tenancy agreements or a tenancy in common.

The Tenant testified that they seek compensation equal to one month rent, as on April 30, 2025, they were given verbal notice by the Landlord to vacate the premises on August 31, 2025. The Tenant stated in the circumstances that they had to find a new place. The Tenant stated despite the improper eviction they found new living accommodation on June 13, 2025, and vacated on June 30, 2025. The Tenant referred to a SCBC decision *Mangat v. Dhindsay* 2024.

The Tenant stated that during the lease application the Landlord was contacted by the agent for a reference and rental payment history, and the agent gave the Landlord verbal notice on June 13, 2025, that they would be vacating the rental unit, which is 17 days' notice, and they also verbally provided their forwarding address. The Tenant stated that they also contact the Landlord and informed them verbally that they would be vacating the property at the end of June 2025

The Tenant submits they are entitled to \$3,400.00 compensation and the return of their security deposit of \$2,000.00.

The Landlord stated that the Tenant was given a Four Month Notice dated April 30, 2025, which was generated on the RTB website on April 29, 2025.

The Landlord stated that the Tenant and their brother were in a family dispute and they did not want to speak to each other. The Landlord stated that this was an issue between them, and they only assisted the Tenant to resolve the issue of rent payments. The Landlord stated that they never made any changes to the tenancy agreement or entered into a separate tenancy agreement with the Tenant's brother

The Landlord stated that the Tenant and their brother were not under a separate agreement as they were simply resolving an issue between them to ensure rent of \$4,200.00 was paid.

The Landlord stated that they never received any written notice from the Tenant to end the tenancy earlier, and their brother states he will not move-out until August 31, 2025, the date of the Four Month Notice. The Landlord stated that they are entitled to unpaid rent for July 2025, in the amount of \$3,400.00, as they only received \$800.00.

The Landlord stated that they never received the Tenant's forwarding address.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

The first issue I must determine is whether the Tenant and their brother have separate agreements.

The Tenant's brother has resided with Tenant for approximately four years and is not listed on the tenancy agreement. I find the Tenant's brother is an occupant under that agreement, with no legal rights under the Act.

The Tenant and their brother had a family dispute in 2024, and the Tenant could no longer afford to pay rent. The Tenant involved the Landlord in their family matters, whereas the Tenant could have had their brother removed from the property as they had no legal right to occupy the premises. The Tenant could have found a new occupant.

The Landlord attempt to resolve the issue between the Tenant and their brother, and it was agreed that that their brother would pay \$800.00 which would reduce the Tenant rent to \$3,400.00 to satisfy the rent of \$4,200.00. The tenancy agreement was never amended or changed.

Where multiple people live in a rental unit and pay part of the rent to the landlord, there is a presumption that they are co-tenants unless there is compelling evidence to the contrary. Evidence such as separate tenancy agreements for each person, rent receipts, or receipts for different security deposits may help indicate whether the tenants are co-tenants, tenants sharing common space, or occupants.

While I accept the Tenant paid their portion of the rent and their brother was to pay part of the rent. I find there is no evidence that would lead me to believe that this arrangement was to create separate tenancy agreements. The Tenant's brother's rents was simply deducted from the Tenant's rent. The Landlord did not enter into a separate tenancy with the Tenant's brother. Nor was the tenancy agreement change. This has the appearance that this to preserve the tenancy agreement of the Tenant and resolve their family conflict.

Therefore, I find the Tenant is the Tenant under the tenancy agreement and their brother continued to be an occupant who paid part of the rent for the Tenant.

Tenant's application

Section 51 of the *Residential Tenancy Act* provides that a tenant is entitled to one month's rent as compensation if the landlord ends the tenancy under section 49 and the tenant vacates the unit. Section 49 requires a written notice to end tenancy for landlord use, and section 52 outlines the required form and content of such notice.

The Tenant is seeking to recover compensation under section 51 of the Act, which is equal to one month's rent. The Tenant argues that they never received a Four Month Notice as they were told verbally.

The Tenant refers to a SCBC decision *Mangat v. Dhindsay*; however, if I accept the testimony of the Tenant to be true, that they only received verbal notice, this would make the SCBC decision inapplicable, because in this case the Landlord did not provide a notice in the proper form; however, the Landlord did provide a written letter to end the tenancy that met the substantive requirement of a valid notice under section 52 of the Act, not a verbal one.

If I accept what the Tenant states is true, they will not be entitled to any compensation under the Act as the notice must be in writing and must comply with section 52 of the Act.

However, the Landlord has provided a copy of the Four Month Notice, which was created on April 29, 2025, through the proper web-site and the notice to end tenancy was generated and said to have been served on the Tenant on April 30, 2025, which I find is more likely than not, as the Tenant stated this was the date of the conversation.

I find rejecting the Four Month Notice and based the tenancy ending on a verbal agreement would be unreasonable and prejudicial to the Tenant as they would not be entitled to any compensation under the Act, to which they are seeking at this hearing.

Therefore, I find the Four Month Notice was served upon the Tenant and the Tenant would be entitled to exercise their rights under the Act, which is what the Tenant is seeking at this hearing.

The Tenant submits that the Landlord was verbally informed by a leasing agent when they called from the Landlord for a reference and they told the Landlord that their

tenancy would end on June 30, 2025, which they also called the Landlord the same day, which was giving to the Landlord 17 days' notice to end the tenancy, which is more than the required 10 day notice under the provisions of the Act. This was denied by the Landlord and not in compliance with section 50 of the Act.

Section 50(1)(a) states, giving the landlord at least 10 days' **written notice** to end the tenancy on a date that is earlier than the effective date of the landlord's notice or director's order. Section 52 of the Act states that in order to be effective, **it must be signed** by the Tenant, give the address of the rental unit and state the effective date of ending the tenancy.

I find the Tenant did not give proper notice to end the tenancy earlier. Further, the Tenant's brother continued to live in the rental unit, which I have found is not under a separate agreement and is vacating by August 31, 2025. Therefore, I find the tenancy has not ended as the Tenant's brother has not vacated the rental unit.

The Tenant was entitled only to withhold the rent for August 2025, under the Four Month Notice, as they did not end the tenancy earlier under the Act. Rent has not been paid for August 2025. I find the Tenant has been compensated under the Act. Therefore, I find the Tenant is not entitled to receive any additional compensation from the Landlord.

Further, the Tenant seeks the return of their security deposit, based on verbal notice. Section 38 (1) of the Act the Landlord must return of the security deposit within 15 days of the tenancy ending and the date the landlord receives the tenant's forwarding address in **writing**.

The Tenant has not complied with section 38 of the Act, as verbal notice of the forwarding address does not meet the requirements of the Act. I find the Tenant application was made premature.

However, since the Tenant filed their application, the Landlord's has now made a claim against the security deposit, for unpaid rent for July 2025.

Landlord's application

As I have found the Tenant did not comply with section 50 or 52 of the Act to end the tenancy earlier and the Landlord suffered a loss of rent as the Tenant did not pay their portion of rent for July 2025, and the Tenant's brother paid their portion. I find the

Landlord did suffer a loss. Therefore, I find the Landlord is entitled to recover unpaid rent in the amount of **\$3,400.00**.

As the Landlord made a claim against the security of \$2,000.00, in their application which has incurred interest of \$107.24. I find that it is reasonable to offset the amount owed. I find the Tenant owes the Landlord **\$1,292.76**.

As the Landlord was successful with their application, I find the Landlord is entitled to recover the cost of the filing fee. I grant the Landlord a Monetary Order in the amount of \$1,392.76, pursuant to section 67 of the Act.

Tenant's Right to Future Compensation

As I have found the Tenant did receive the Four Month Notice; although I have not granted the Tenant the equivalent of one months rent as they did not end the tenancy earlier in accordance with the Act.

However, this does not take away the Tenants rights for the Tenant to apply for additional compensation that is equal to 12 times the monthly rent of \$4,200.00.

Section 51(2) of the Act states, if the landlord does not use the property for the stated purpose within a reasonable time after the effective date of the notice, or for at least 12 months, the tenant may apply for additional compensation.

Conclusion

The Tenant's application is dismissed without leave to reapply.

The Landlord is granted a Monetary Order for unpaid rent for July 2025, the filing fee and is entitled to keep the security deposit and interested in partial satisfaction of their claim. The Landlord is granted a formal order for the balance due.

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 29, 2025

Residential Tenancy Branch