

DECISION

Introduction

This hearing was convened in response to cross-applications by the parties pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

The Landlord requested:

- 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

The Tenant requested:

- a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act
- 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

While the tenant attended the hearing by way of conference call, the landlord did not. I waited until 11:11 a.m. to enable the landlord to participate in this scheduled hearing for 11:00 a.m. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. During the hearing, I also confirmed from the online teleconference system that the tenant and I were the only ones who had called into this teleconference.

The Tenant testified that they did not receive the Landlord's application.

Rule 7.3 of the Rules of Procedure provides as follows:

7.3 Consequences of not attending the hearing

If a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to re-apply.

As the Landlord did not attend the scheduled hearing, and as the Tenant did not receive the Landlord's application, I order the landlords' entire application **dismissed without leave to reapply**.

Service of the Tenant's Application

The Tenant provided sworn testimony that they had served the Landlord with their Dispute Resolution Package on July 9, 2025 by way of registered mail. The Tenant provided the tracking information and receipts in their evidentiary materials. In accordance with sections 88, 89, and 90 of the *Act*, I find the Landlord deemed served with the Tenant's application and evidence, 5 days after mailing.

Issues(s) to be Decided

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

Is the Tenant entitled to monetary compensation for monetary loss or money owed?

Background and Evidence

While I have turned my mind to all the documentary and testimony evidence properly before me, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of this application and my findings around it are set out below.

This tenancy began on September 19, 2017, and ended on May 14, 2025. Monthly rent was set at \$1,800.00, payable on the first day of the month. The Landlord holds a security deposit of \$800.00.

The Tenant provided photos to show that they had posted their forwarding address on the Landlord's door on July 10, 2025. The Tenant testified that the Landlord had never filled out any inspection reports for this tenancy, and despite the provision of their forwarding address, the Landlord did not return their security deposit to them.

The Tenant testified that no permission was ever provided for the Landlord to retain their security deposit. The Tenant is requesting the return of their deposits, as well as compensation for the Landlord's failure to comply with section 38 of the *Act*.

The Tenant also filed a monetary claim of \$5,000.00 as they feel that the Landlord had increased the rent during the tenancy without providing the Tenant with the proper notice to do so, and in a manner that complies with the *Act*.

Analysis

Is the Tenant entitled to the return of their security deposit, plus applicable compensation?

Sections 23 and 35 of the *Act* require the landlord to perform both move-in and move-out inspections, and fill out condition inspection reports for both occasions. The consequence of not abiding by these sections of the *Act* is that “the right of the landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property is extinguished”, as noted in sections 24(2) and 36(2) of the *Act*.

As noted in Residential Policy Guideline #17:

The right of a landlord to obtain the tenant’s consent to retain or file a claim against a security deposit for damage to the rental unit is extinguished if:

- *the landlord does not offer the tenant at least two opportunities for inspection as required (the landlord must use Notice of Final Opportunity to Schedule a Condition Inspection (form RTB-22) to propose a second opportunity); and/or*
- *having made an inspection does not complete the condition inspection report.*

In review of the evidence and testimony before me, I find that the Landlord failed to provide the Tennat with at least two opportunities for a move-in or move-out inspection as required.

Evidence was submitted to show that the Tenant had provided the Landlord with their forwarding address on July 10, 2025.

As the Landlord failed to perform the required inspections and fill out reports as required, I find that the Landlord’s right to claim against the security deposit is extinguished.

As per RTB Policy Guideline #17, “Unless the tenant has specifically waived the doubling of the deposit, either on an application for the return of the deposit or at the hearing, the arbitrator will order the return of double the deposit...if the landlord has claimed against the deposit for damage to the rental unit and the landlord’s right to make such a claim has been extinguished under the RTA”. Accordingly, I find that the Tenant is entitled to double their deposit, plus applicable interest on the original deposit, for a total of **\$1,643.54**. I grant the Tenant a Monetary Order in this amount.

Is the Tenant entitled to a Monetary Order for damage or loss under the Act, regulation or tenancy agreement?

The Tenant also requested \$5,000.00 for reimbursement of rent increases imposed by the Landlord during this tenancy.

Under section 67 of the Act, when a party makes a claim for damage or loss, the burden of proof lies with the applicant to establish the claim. In this case, to prove a loss, the tenant must satisfy the following four elements on a balance of probabilities:

1. Proof that the damage or loss exists;
2. Proof that the damage or loss occurred due to the actions or neglect of the landlord in violation of the Act, Regulation or tenancy agreement;
3. Proof of the actual amount required to compensate for the claimed loss or to repair the damage; and
4. Proof that the tenant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

Part 3, section 41 of the Act, states that a Landlord must not increase rent except in accordance with sections 42 and 43 of the Act, which only allow for a rent increase at least 12 months after the effective date of the last rent increase, served in the approved form, at least 3 months before the effective date of the increase by an amount calculated in accordance with the regulations or for an amount agreed to by Tenant under section 14 of the Act.

In light of the evidence and testimony before me, I find that the Tenant failed to sufficiently support that the Landlord had imposed any rent increases during this tenancy that do not comply with the Act. Furthermore, I find that the Tenant failed to sufficiently support the amount claimed. Accordingly, I dismiss this portion of the Tenant's application, without leave to reapply.

Conclusion

The Landlord's entire application is dismissed without leave to reapply.

I issue a Monetary Order in the Tenant's under the following terms:

Item	Amount
Return of Security Deposit plus applicable deposit	\$843.54
Compensation under section 38 of the Act	\$800.00
Total Monetary Order	\$1,643.54

The tenant(s) are provided with this Order in the above terms and the landlord must be served with a copy of this Order as soon as possible. Should the landlords 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.

The remainder of the Tenant's application 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: September 26, 2025

Residential Tenancy Branch