



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing and Municipal Affairs

## DECISION

Dispute Codes (L) MNRL-S, MNDL-S, MNDCL-S, LRSD, FFL  
(T) MNSDB-DR, FFT

### Introduction

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

- a Monetary Order for unpaid rent and unpaid utilities under sections 26 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

This hearing also 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 and/or pet damage 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

Landlord S.W.C. attended the hearing.

Tenant I.N. attended the hearing.

### Preliminary Matters

The Landlord stated he was withdrawing his claims for damages in the amount of \$180.00 for cleaning the unit as he stated he undertook this task himself. Additionally, the Landlord withdrew his claim for damages pursuant to a liquidated damages

provision in the tenancy agreement in the amount of \$3,560.00. There was no objection from the Tenant. Therefore, these claims are withdrawn and I make no findings of fact on these matters. Additionally, these claims in the Landlord's application are dismissed without leave to reapply.

### **Service of Notice of Dispute Resolution Proceeding (Proceeding Package)**

I find Tenant I.N. was served on July 25, 2025, the date of delivery by Canada Post of the proceeding package served by the Landlord on July 17, 2025, by registered mail in accordance with section 89(1) of the Act. The Landlord provided a copy of the Canada Post customer receipt containing the tracking number to confirm this service, together with a completed Proof of Service form.

I find the Landlord was served with the Tenant's proceeding package by registered mail, the Tenant submitting a completed proof of service form indicating she served the package on July 23, 2025. The Landlord confirmed receipt of the Tenant's proceeding package.

### **Service of Evidence**

The Landlord confirmed he included copies of his evidence in the proceeding package served to the Tenant. The Tenant acknowledged receipt and an opportunity to review the evidence prior to the hearing.

The Tenant stated she served copies of her evidence by placing these items on a USB device and serving it to the Landlord in person on September 3, 2025. The Landlord confirmed receipt and an opportunity to review the Tenant's evidence before the hearing.

### **Issues for Decision**

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

Is the Landlord entitled to retain all or a portion of the Tenant's security deposit and pet damage deposits in partial satisfaction of the monetary award requested? If not, is the Tenant entitled to double the amount of the security and pet damage deposits?

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

## Background and Evidence

I have reviewed the evidence, and I have considered the testimony of the parties. I will refer to the evidence and testimony I find relevant to the issues before me.

Evidence established this tenancy began on April 1, 2025, and was for a fixed term to October 31, 2025. The Tenant's monthly rent was \$1,780.00 due on the first day of the month. A copy of the tenancy agreement was provided in evidence. At the start of the tenancy, the Tenant provided a security deposit to the Landlord in the amount of \$890.00 and a pet damage deposit in the amount of \$890.00, both of which the Landlord confirmed he continues to hold in trust.

At the start of the tenancy, a move-in inspection was done on April 13, 2025. A copy of the report was provided in evidence. The Landlord stated at the time the Tenant moved out, he provided her with two opportunities to attend a move-out inspection but the Tenant did not respond. The Landlord conducted a move-out inspection on July 5, 2025, and provided a copy of the report into evidence.

The Landlord's application provides the Tenant ended the tenancy on July 3, 2025. The Tenant states she moved out of the unit on June 26, 2025. The Tenant does not deny that she did not pay rent for July 2025, taking the position that the condition of the unit caused her stress and physical ailment justifying her leaving the unit prior to the end of the fixed term. The Tenant provided in evidence a text message she labeled as a first preliminary notice to the Landlord she was ending the tenancy because of the condition of the unit. The text message dated May 17, 2025, a copy submitted in evidence, does not state she is providing notice of her intent to end the tenancy. The Landlord testified he tried to speak with the Tenant to ascertain if she was moving out and whether they could enter into a mutual agreement for the end of the tenancy, but he stated, she did not reply to his inquiries.

The Landlord stated the Tenant provided her forwarding address to him on July 8, 2025, by text message. The Tenant had submitted into evidence a copy of a letter dated June 25, 2025, providing her forwarding address to the Landlord. The document is not signed. During the hearing the Tenant stated she provided her forwarding address to the Landlord on July 25, 2025. A copy of an RTB form with her forwarding address was also submitted in evidence and shows the Tenant signed the form on July 21, 2025.

The Landlord also requested reimbursement from the Tenant for the balance of utilities owing from the start of the tenancy through mid-June 2025 in the amount of \$32.30. The Landlord and Tenant each submitted a copy of a screenshot of the same text message exchange between the parties where the Landlord requests payment of the balance for utilities owing. The Tenant stated she did not owe these utilities as these were from April, 2025, and although she entered into the tenancy agreement for occupation starting April 1, 2025, she did not move into the unit until May 2025.

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

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 the Landlord has established a claim for unpaid rent owing for July 2025.

Section 45 of the Act provides that a tenant may end a fixed term tenancy as follows:

- (2) A tenant may end a fixed term tenancy by giving the landlord notice to end the tenancy effective on a date that
  - (a) is not earlier than one month after the date the landlord receives the notice,
  - (b) is not earlier than the date specified in the tenancy agreement as the end of the tenancy, and
  - (c) 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.

In this case, there is no dispute the Tenant's "informal" notice to the Landlord did not comply with section 45(2) of the Act. The Tenant stated she vacated the unit on June 26, 2025, and the Landlord states he requests only rent for July 2025 as he was able to re-let the unit.

However, I find the Landlord has not provided sufficient evidence to substantiate his claim the Tenant owes \$32.30 for utilities. The Tenant contested the amount and stated she had raised the issue with the Landlord at the time. The Landlord did not provide for this hearing copies of the utility invoices with dates the charges were incurred. I decline to award the Landlord unpaid utilities in the amount of \$32.30.

Section 67 of the Act states that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party.

Therefore, I find the Landlord is entitled to a Monetary Order for unpaid rent for July, 2025 under section 67 of the Act, in the amount of \$1,780.00.

**Is the Landlord entitled to retain all or a portion of the Tenant's security and pet damage deposits 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.

In this case, I find the Landlord's testimony that he received the Tenant's forwarding address by text message on July 8, 2025, more credible than the Tenant's position that she provided it to the Landlord on June 26, 2025. Nevertheless, whether the Tenant provided her forwarding address on June 26 or July 8, 2025, I find the Landlord timely applied to retain the security and pet damage deposits on July 11, 2025, which is within 15 days of the Tenant providing her forwarding address. Furthermore, because the Landlord timely applied for dispute resolution within 15 days of the Tenant providing her forwarding address, I find the Tenant is not entitled to an award of double the amount of her security and pet damage deposits.

As I have determined the Landlord is entitled to damages in the amount of \$1,780.00 for unpaid rent, and the Landlord timely applied for dispute resolution of this claim, I find the Landlord is entitled to retain the Tenant's security and pet damage deposits, in satisfaction of the monetary award.

Under section 72 of the Act, I authorize the Landlord to retain the Tenant's security and pet damage deposits of \$1,780.00, in satisfaction of the monetary award.

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

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

**Conclusion**

I grant the Landlord a Monetary Order in the amount of **\$91.85** under the following terms:

Monetary Issue	Granted Amount
a Monetary Order for unpaid rent under sections 26 and 67 of the Act	\$1,780.00

authorization to retain the Tenant's security and pet damages deposits plus interest in partial satisfaction of the Monetary Order requested under section 38 of the Act	-\$1,788.15
authorization to recover the filing fee for this application from the Tenant under section 72 of the Act	\$100.00
<b>Total Amount</b>	<b>\$91.85</b>

The Landlord is provided with this Order on these terms and the Tenant must be served with **this Order** as soon as possible. Should the Tenant 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.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: September 22, 2025

Residential Tenancy Branch