



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

DECISION

Dispute Codes (L) MNRL, MNDL, MNDCL, LRSD, FFL
(T) MNDCT, MNSB, FFT

Introduction

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

- a Monetary Order for unpaid rent under section 67 of the Act
- a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act
- 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 was also to address the Tenant's Application for Dispute Resolution under 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
- a Monetary Order for return of security and/or pet damage deposit(s)
- authorization to recover the filing fee for the application from the Landlord under section 72 of the Act

Landlord's representative/property manager E.K. attended the hearing.

No one attended the hearing for the Tenants

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

I find Tenant R.H.T. was served on July 29, 2025, the date of delivery by Canada Post of the proceeding packaged served by registered mail in accordance with section 89(1) of the Act. The Landlord provided a completed Proof of Service form and copy of the Canada Post customer receipt containing the tracking number to confirm this service.

The Landlord's property manager stated she received 3 or 4 packages from Tenant R.H.T. and B.A.C. regarding their application. She stated 2 of the packages were received on August 20, 2025. The representative further confirmed receipt of the notice of hearing on the Tenants' application for dispute resolution.

Service of Evidence

The Landlord representative stated she served copies of the Landlord's evidence to the Tenant R.H.T. on September 19, 2025.

Preliminary Matters

The Landlord's application names only Tenant R.H.T. as the respondent. The Tenants' application named both Tenant R.H.T. and Tenant B.A.C. as applicants.

Neither Tenant nor a representative/agent attended the hearing on these applications.

Rule 7.3 of the Rules of Procedure provides as follows:

7.3 Commencement of the hearing: The hearing must commence at the scheduled time unless otherwise decided by the arbitrator. The arbitrator may conduct the hearing in the absence of a party and may make a decision or dismiss the application, with or without leave to re-apply.

The Tenants bear the burden of proof on their application. I decline to proceed on the Tenants' application in the absence of the Tenants or their representative or agent. The Tenants' application is dismissed without leave to reapply. I make no findings on the Tenants' application.

As they were not successful in their application, the Tenants' request 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.

Issues for Decision

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

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

Is the Landlord entitled to a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement?

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

Background and Evidence

I have reviewed the evidence and I have considered the testimony of the Landlord's property manager.

Evidence established this tenancy began on April 15, 2024, and ended on July 5, 2025. At the time the tenancy ended, the Tenant's monthly rent was \$2,250.00 due on the first day of the month. At the start of the tenancy, the Tenant provided the Landlord with a security deposit in the amount of \$1,125.00, which the Landlord continues to hold in trust. Also, at the start of the tenancy, a move-in inspection of the rental unit was conducted by the Landlord with the Tenant present. A copy of the move-in inspection signed by both parties was provided in evidence.

On the evening of July 1, 2025, the Tenants emailed the Landlord to advise they were moving out of the rental unit on that date. On July 3, 2025, the Landlord replied requesting a time to schedule the move-out inspection, initially proposing July 5 or July 6, 2025, to conduct the inspection. The inspection was conducted on July 6, 2025, and a report prepared and signed by the Landlord's representative, but the Tenant refused to sign. A copy of the move-out report as well as photographs of the unit taken by the Landlord were submitted in evidence. The Landlord incurred \$70.00 in cleaning charges for the rental unit. The Landlord provided a copy of the invoice in the evidence.

The Tenant's July 1, 2025, email to the Landlord also included a forwarding address. However, on July 4, 2025, the Tenant emailed the Landlord to correct the forwarding address as the previous address provided by the Tenant was incomplete. The representative testified the Tenant's email with the complete forwarding address was received on July 5, 2025.

The Landlord provided a copy of the Tenant ledger, together with a copy of bank transfer information, in support of its claim the Tenant had not paid rent for June 2025 in the amount of \$2,250.00. The Tenant's email of July 1, 2025, acknowledges rent was not paid for June 2025. Additionally, the Tenant did not pay rent for the period July 1 to July 5, 2025, when the Tenant remained in possession of the unit, pro-rated to \$362.90. Finally, the Landlord requested the balance of the rent for July 2025 (July 6 to July 31, 2025) as the Tenant had failed to provide appropriate notice of intent to vacate as required under the Act. The Landlord's damage for unpaid rent for this period is \$1,887.10.

Analysis

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 in the amount of \$2,250.00 for June 2025 and \$362.90 for July 1 to July 5, 2025. The Landlord representative provided uncontested testimony regarding the Tenant's failure to pay rent for this period and the Landlord provided a copy of the Tenant's ledger statement as well as bank transaction documentation in support of its monetary request. The Tenant admittedly did not pay rent for June 2025 as provided in the email from the Tenant dated July 1, 2025.

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 under section 67 of the Act, in the amount of \$2,612.90.

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

Section 35 of the Act states that, at the end of the tenancy, a landlord must inspect the condition of the rental unit with the tenant, the landlord must complete a condition inspection report with both the landlord and the tenant signing the condition report.

Section 32(3) of the Act states that a tenant must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

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

Based on the evidence before me, the testimony of the property manager, and on a balance of probabilities, I find the Landlord has established a claim for damage to the rental unit or common areas for the Landlord's cost to clean the unit in the amount of \$70.00. The Landlord provided photographs of the unit, a copy of the move-out inspection report listing the cleaning still required at the time the Tenant moved out, and a copy of the invoice for the cleaning cost.

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 damage to the rental unit or common areas under sections 32 and 67 of the Act, in the amount of \$70.00.

Is the Landlord entitled to a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement?

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

Based on the evidence before me, I find the Landlord has established a claim for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement for unpaid rent for the period July 6 to July 31, 2025, as a result of the Tenant failing to provide the requisite notice to vacate as required by the Act.

Section 45 sets forth the notice to end the tenancy a tenant is required to provide a landlord:

(1)A tenant may end a periodic 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,
and

(b) 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, the Tenant provided notice on July 1, 2025, at 6:13 p.m., of the Tenant's intent to end the tenancy. The Tenant's notice does not comply with section 45(1) of the Act. The Tenant's decision to end the tenancy in this manner and not pay rent as indicated in the email is not excused by the alleged condition or issues the Tenant raised in that email.

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 money owed or compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act, in the amount of \$1,887.10 for unpaid rent due for the period July 6 to July 31, 2025.

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 Tenant's hold-over period ended on July 5, 2025, which was the same date the Landlord received the Tenant's email with the correct forwarding address, the Landlord timely applied for dispute resolution on July 20, 2025.

Under section 72 of the Act, I authorize the Landlord to retain the Tenant's security deposit of \$1,125.00, plus interest, in partial satisfaction of the monetary award made herein.

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 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 **\$3,515.03** under the following terms:

Monetary Issue	Granted Amount
a Monetary Order for unpaid rent under section 67 of the Act	\$2,612.90
a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act	\$70.00
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	\$1,887.10
authorization to retain the Tenant's security deposit plus interest thereon in partial satisfaction of the Monetary Order requested under section 38 of the Act	-\$1,154.97
authorization to recover the filing fee for this application from the Tenant under section 72 of the Act	\$100.00
Total Amount	\$3,515.03

The Landlord is provided with a monetary Order in this amount 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 issued on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: October 6, 2025

Residential Tenancy Branch