



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

DECISION

Dispute Codes MNRL-S, MNDL-S, MNDCL-S, LRSD, FFL, MNDCT, MNSD, FFT

Introduction

This hearing dealt with the Landlords' and Tenants' Applications for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

The Landlords applied 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

The Tenants applied for:

- 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
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

Landlord S.B. and Landlord H.D. attended the hearing for the Landlords.

Tenant F.T.K. and Tenant A.M.B. attended the hearing for the Tenants.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

I find that Tenants F.T.K. and A.M.B. were served by pre-agreed email in accordance with section 89 of the Act. The Landlords provided copies of the outgoing emails to confirm this service.

I find that Landlords S.B. and H.D. were served via email per the approved substitute service in accordance with section 71(1) of the Act. The Tenants provided copies of the outgoing emails to confirm this service.

Service of Evidence

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

Based on the submissions before me, I find that the Tenants' evidence was served to the Landlords in accordance with section 71 of the Act.

Issues to be Decided

Are the Landlords entitled to a Monetary Order for unpaid rent under section 67 of the Act?

Are the Landlords entitled to a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act?

Are the Landlords 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?

Are the Landlords entitled to 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?

Are the Landlords entitled to authorization to recover the filing fee for this application from the Tenant under section 72 of the Act?

Are the Tenants entitled to a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act?

Are the Tenants entitled to a Monetary Order for the return of all or a portion of their security deposit under sections 38 and 67 of the Act?

Are the Tenants entitled to authorization to recover the filing fee for this application from the Landlord under section 72 of the Act?

Background and Evidence

I have reviewed all evidence, including the testimony of the parties, but will refer only to what I find relevant for my decision.

Evidence was provided showing that this subsequent one-year fixed term tenancy began on July 1, 2024, with a monthly rent of \$2,400.00, due on the first day of the month, with a security deposit in the amount of \$2,400.00.

According to the Landlord S.B., the Tenants gave notice on April 25, 2025, that they were ending the fixed term tenancy effective June 1, 2025, prior to the agreed end of lease date. S.B. testified that while she immediately advertised the unit for rent on various social media sites, the unit remained empty throughout the month of June 2025 and therefore they are seeking compensation for the lost June 2025 rent. Copies of the notice to end the tenancy and rental advertisements were submitted as evidence.

S.B. testified that the Landlords are seeking compensation, including lost rental income, as follows:

Document Number	Receipt/Estimate from	for	Amount
#1	Pedigree Painting corporation	Restoring the unprofessional painting to the original condition	1641.19
#2	Your Favorite HomeCleaning	Cleaning	433.13
#3	Two guys disposal	Dumping Two bicycles and Two plant pots left behind	93.45
#4	Senso Demolition/Renovation LTD.	- Fixing the Bedroom door handle latch - Fixing the beds legs - Changing the burnt/melted Vinyl plank - Fixing the loose kitchen sink	304.50
#5	Walmart	Replacing the died coffee maker machine	61.58
#6	Newtech Appliance LTD	Replacing the dishwasher water electrical valve	296.15
#6	Newtech Appliance LTD	Repalcing the washer/dryer machine drain pump 1st time	323.40
#6	Newtech Appliance LTD	Repalcing the washer/dryer machine drain pump 2nd time	323.40
#6	Newtech Appliance LTD	Washer dryer, dishwasher inspection by Newtech appliance	189.00
#7	Walmart	Replacing the damaged pan and pots set	64.93
#8	Amazon	Replacing the broken TV remote control (OEM)	31.34
#9	Amazon	Replacing the vaccum cleaner	75.40
#10	Bank statements Feb to Jun	Unpaid rent for May	640.00
#10	Bank statements Feb to Jun	Unpaid rent for June	1760.00
	RTB	Dispute filing fee	100.00
Total monetary order claim \$			6337.46

The Landlords testified that the entire rental unit had to be repainted due to the unprofessional painting the Tenants had undertaken throughout the property. Pictures allegedly taken before and after the tenancy began as well as quotes for painting services were submitted as evidence.

The Landlords testified that the Tenants damaged the kitchen floor, bedroom door handle, washer and dryer, coffee machine, television remote, vacuum and some of the kitchen pots. Pictures of the alleged damage and inspection/ repair invoices for the dishwasher and washer/ dryer were submitted as evidence.

The Landlords testified that the Tenants did not sufficiently clean the unit at the end of the tenancy and left personal items behind and therefore they incurred cleaning and junk removal costs to hire service providers to complete the work on the Tenants behalf. Pictures of the alleged conditions in the unit after the tenancy ended and quotes for cleaning and junk removal services were submitted as evidence.

The Landlords testified that they did not conduct a move-in inspection with the Tenants or complete a report as the rental unit was brand new at the start of the tenancy. The Landlords further testified that the Tenants were offered 2 opportunities to participate in a move-out inspection but chose not to. A copy of the move-out report was submitted as evidence.

The Tenants testified that they dispute all damage claims made by the Landlords. They confirmed that they did not pay the Landlords any compensation for June 2025 but argued that they ended the tenancy early due to problems with the unit.

The Tenants testified that the Landlord returned the \$1,200.00 overcharge of the security deposit during the tenancy.

The Tenants confirmed that a move-in inspection was not completed at the start of the tenancy and testified that they provided their forwarding address to the Landlords on May 31, 2025.

The Tenants testified that they were ready and willing to conduct a move-out inspection with the Landlords on May 31, 2025, and in fact waited for them at the rental unit until 1 pm but the Landlords did not attend. They argue therefore that the Landlords decision to not attend and then conduct an inspection at a later date without them present should invalidate the information noted on the report. Copies of a May 26, 2025, email regarding a proposed move-out inspection, a May 31, 2025, email sent to the Landlords by the Tenants indicating their new forwarding address as well as a May 31, 2025, Tenant's Notice of Forwarding Address for the Return of Security and/or Pet Damage Deposit were submitted as evidence.

Analysis

Are the Landlords 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.

As the tenancy ended on June 1, 2025, I find that the Landlords are seeking compensation for lost rental income for June 2025 rather than for unpaid rent.

Based on the evidence before me, the testimony of the parties and on a balance of probabilities, I find that the Landlord has established a claim for lost rental income for the month of June 2025.

I find that the Tenants ended the fixed term tenancy early in breach of section 45(2)(b) of the Act and that despite the Landlords immediate and proactive attempts to mitigate the loss of income, they were unsuccessful in securing a new tenant for the month of June 2025 and therefore that the Tenants are responsible for their lost rental income for the remainder of the fixed term ending on June 30, 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 Landlords are entitled to a monetary award for lost rental income under section 67 of the Act, in the amount of \$2,400.00.

Are the Landlords entitled to a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act?

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 Landlords failed to conduct a move-in inspection with the Tenants and complete a report as required under section 23 of the Act, I am unable to determine the condition of the unit and the units appliances at the start of the tenancy vs the condition of the unit and the units appliances at the end of the tenancy and therefore the Landlords claim for

compensation for damages under section 67 of the Act is dismissed without leave to reapply.

Are the Landlords 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?

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

While the Landlords state that the Tenants did not leave the unit in a reasonably clean state at the end of the tenancy as required under section 37(2)(a) of the Act, the onus or burden of proof is on the party making the claim. When one party provides testimony/evidence of the events in one way, and the other party provides an equally probable but different testimony/evidence of the events, then the party making the claim has not met the burden on a balance of probabilities and the claim fails.

I find that both parties claimed that a move-out inspection was refused by the other and have provided photographic evidence of the state of the unit after the property had been vacated. I find that as both parties have provided equally probable but different testimony and evidence, regarding the condition of the unit claimed by the Landlords, the Landlords have failed in their burden to prove that additional cleaning and junk removal was required and therefore the Landlords claim for these costs are dismissed without leave to reapply.

Are the Tenants entitled to a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act?

To be awarded compensation for a breach of the Act, the Tenant 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

I find that both parties testified that the Landlords returned the overpaid security deposit in the amount of \$1,200.00 and therefore the Tenants have not experienced a financial loss.

The Tenants application for compensation for damage or loss under section 67 of the Act is dismissed without leave to reapply.

Are the Landlords entitled to retain all or a portion of the Tenants' security deposit in partial satisfaction of the monetary award requested? If not, are the Tenants entitled to the return of their security deposit?

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 the forwarding address was provided on May 31, 2025, and the Landlords made their application on June 15, 2025, I find that the Landlord did make their application within 15 days of the tenancy ending/the forwarding address being provided.

Section 36 (2) of the Act states that, unless the tenant has abandoned the rental unit, the right of a landlord to claim against a security deposit for damage to the rental unit is extinguished if, having made an inspection with the tenant, does not complete the condition inspection report and give the tenant a copy of it in accordance with the regulations.

I find that the Landlords did not conduct a move-in inspection at the start of the tenancy and complete an inspection report as required under section 23 of the Act and therefore, pursuant to section 24(2) of the Act, the Landlords' right to claim against the security deposit *for damage* was extinguished. I find, however, that the Landlords right to claim against the security deposit for non-damage related items was not extinguished and therefore the Landlords right to claim against the Tenants' deposit for non-damage related compensation remains intact.

As the Landlords' right to claim, with regards to non-damage related compensation, was not extinguished, and as the Landlords made their claim in accordance with section 38(1) of the Act, I allow the Landlords, under section 72 of the Act, to retain the Tenants' security deposit in the amount of \$1,234.76, including interest, in partial satisfaction of the monetary award.

Are the Landlords entitled to recover the filing fee for their application from the Tenants under section 72 of the Act? If not, are the Tenants entitled to recover the filing fee for their application from the Landlords under section 72 of the Act?

As the Landlords were partially successful in their application, I find that the Landlords are entitled to recover the \$100.00 filing fee from the Tenants under section 72 of the Act.

As the Tenants were unsuccessful in their application, the Tenants' request to recover the \$100.00 filing fee from the Landlords is dismissed without leave to reapply.

Conclusion

The Tenants' application is dismissed in its entirety without leave to reapply.

I grant the Landlords a Monetary Order in the amount of **\$1,265.24** under the following terms:

Monetary Issue	Granted Amount
a monetary award for lost rental income under section 67 of the Act	\$2,400.00
authorization to retain all of the Tenants' security deposit in partial satisfaction of the Monetary Order requested under section 38 of the Act	-\$1,234.76
a monetary award for the recovery of the filing fee from the Tenants under section 72 of the Act	\$100.00
Total Amount	\$1,265.24

The Landlord is provided with this Order in the above terms, and the Tenants must be served with **this Order** as soon as possible. Should the Tenants 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: October 17, 2025

Residential Tenancy Branch