

## **DECISION**

### **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 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

and 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 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 Y.M. attended the hearing for the Landlord.

Tenant A.A. attended the hearing for the Tenant.

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

I find that the Landlord(s) acknowledged service of the Proceeding Package and are duly served in accordance with the Act.

I find that the Tenant(s) acknowledged service of the Proceeding Package and are duly served in accordance with the Act.

### **Service of Evidence**

The Landlord affirms receiving only a copy of the tenancy agreement from the Tenant. The Tenant confirms this is the only evidence he served to the Landlord, and the remaining evidence was only provided to the Residential Tenancy Branch (RTB). Based

on the submissions before me, I find that the tenancy agreement was served to the Landlord in accordance with section 88 of the Act, but that the remaining evidence was not, and as such is excluded .

The Tenant affirms receiving only a copy of the tenancy agreement, and a screenshot of a text message conversation from the Landlord. The Landlord confirms this is the only evidence he served to the Tenant, and the remaining evidence was only provided to the RTB. Based on the submissions before me, I find that the tenancy agreement and text conversation screenshot was served to the Tenant in accordance with section 88 of the Act, but that the remaining evidence was not, and as such is excluded .

### **Issues to be Decided**

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

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? If not, is the Tenant entitled to a Monetary Order for the return of their security deposit.

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

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

### **Facts and Analysis**

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

A copy of the tenancy agreement was provided that shows the month to month tenancy started on July 1, 2023, with a \$2000.00 security deposit and a \$2000.00 pet damage deposit. \$4000.00 of monthly rent was due on the first day of each month.

The Tenant affirms that he sent the Landlord a forwarding address by email on July 7, 2025, and read the contents of that email into the record during the hearing. He affirms the email was sent to the Landlord's email address listed in the tenancy agreement. The Landlord affirms he never received the email and denies having been provided with a forwarding address.

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

The Landlord affirms that the Tenant did not pay the full rent for February, March, April, and May 2025. He stated that the amounts received were \$3800 for February, \$3600 for

March, \$3600 for April, and \$3600 for May. Although he stated the dates he allegedly received these payments, no documentary evidence was provided to support this.

The Tenant affirms that rent was paid in full for each of the months in question. He further affirms that rent payments were sometimes split between the two landlords listed on the tenancy agreement and that this may explain the partial payments the Landlord affirms are in his bank records.

Rule of Procedure 6.6 states that the onus to prove their case is on the person making the claim. Given the absence of documentary evidence from the Landlord and the Tenant's testimony that full rent was paid, along with an explanation for the Landlord's banking records, I find that the Landlord has not, on a balance of probabilities, provided sufficient evidence of the existence of unpaid rent for the period in question.

For the reasons above, the Landlord's application for a Monetary Order for unpaid rent under section 67 of the Act is dismissed without leave to reapply.

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

The Landlord requests the equivalent of June 2025 rent as he affirms the Tenant did not give proper notice that he was ending the tenancy.

The Tenant affirms they vacated the rental unit on May 31st, 2025, and that they had informed the Landlord, by telephone, at the end of April, of their intention to move out. The Tenant affirms they reiterated this to the Landlord, again by telephone, around May 10th, 2025. The landlord, however, denies any notification from the Tenant in April 2025, and affirms that the Tenant initially mentioned, by telephone, around May 11, 2025, they might move out, and only confirmed their intention on May 25, 2025, again by telephone, to vacate on May 31, 2025.

Both parties agree that the Tenant never gave a written notice to end tenancy to the Landlord.

Section 45(1) of the Act states that a tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that is not earlier than one month after the date the landlord receives the notice, and 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.

Section 45(4) of the Act states that a notice to end a tenancy given under this section must comply with section 52 [form and content of notice to end tenancy].

Section 52 of the Act states that in order to be effective, a notice to end a tenancy must be in writing.

As both parties agree that a written notice to end tenancy was never given to the Landlord, I find the tenancy ended on June 30, 2025, and the Tenant is responsible for the rent for June 2025.

For the reasons above, I grant the Landlord a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, in the amount of \$4000.00.

**Is the Landlord entitled to retain all or a portion of the Tenant's security deposit in partial satisfaction of the monetary award requested? If not, is the Tenant entitled to a Monetary Order for the return of their security deposit.**

I find the Landlord is entitled to retain the full amount of the Tenant's security deposit, \$2000.00, plus \$89.79 of interest, a total amount of \$2089.79, as partial satisfaction of the monetary award.

However, I find the Landlord is not entitled to retain any portion of the pet damage deposit as Policy Guideline 31 clarifies that the landlord may apply to an arbitrator to keep all or a portion of the deposit but only to pay for damage caused by a pet, and the Landlord has made no claim of pet damage. As such, I find the Tenant is entitled to a Monetary Order for the return of their pet damage deposit, \$2000.00, plus \$89.79 of interest, a total amount of \$2089.79.

Based on the evidence before me, on a balance of probabilities, I find that the Tenant did not provide their forwarding address to the Landlord prior to this hearing. For this reason, I decline to double the amount of the pet damage being returned to the Tenant. However, during this hearing the Tenant provided a forwarding address, which is printed on the cover sheet of this decision, and as such, I find the Landlord to be served with said forwarding address as of the date of this decision.

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

As the Tenant was only partially successful in their application, the Tenant's application 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.

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

As the Landlord was only partially successful in their application, the Landlord's application for authorization to recover the filing fee for this application from the Tenant under section 72 of the Act is dismissed, without leave to reapply.

## **Conclusion**

I grant the Tenant a Monetary Order in the amount of **\$179.58** under the following terms:

| Monetary Issue   | Granted Amount  |
|--|-----------------|
| 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        | -\$4000.00      |
| authorization to retain all or a portion of the Tenant's deposit in partial satisfaction of the Monetary Order requested under section 38 of the Act | \$2089.79       |
| a Monetary Order for the return of all or a portion of their deposit under sections 38 and 67 of the Act   | \$2089.79       |
| <b>Total Amount</b>  | <b>\$179.58</b> |

The Tenant is provided with this Order in the above terms and the Landlord(s) must be served with **this Order** as soon as possible. Should the Landlord(s) 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.

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: October 16, 2025

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Residential Tenancy Branch