

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 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 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

Attending for the Landlord

- Seung Hyun Son
- Robert Starko
- Michelle King – interpreter

Attending for the Tenant

- Kathryn Mary Clunn
- Matthew Ritchey

Landlord S.H.S., Landlord OTH R.S. Landlord OTH M.K. attended the hearing for the Landlord.

Tenant K.M.C., Tenant OTH M.R. 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

Based on the submissions before me, I find that the Landlord's evidence was not served to the Tenant in accordance with section 88 of the Act. The Landlord confirmed not serving their evidence to the Tenant. As such, their evidence is excluded.

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

Issues to be Decided

Is the Landlord entitled to a Monetary Order for compensation for damage or loss under the Act?

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 Tenant entitled to a Monetary Order for the return of all or a portion of their security deposit?

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

Is the Tenant 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.

The Tenant provided a copy of the tenancy agreement that clearly shows both S.H.S. and R.S. as Landlord. R.S. confirmed the veracity of this.

Both parties agree that the Tenant paid a \$1750.00 security deposit, which the Landlord still retains in its entirety.

Both parties agree that the Tenant was served an RTB-33 One Month Notice to End Tenancy for Cause (One Month Notice) with an effective date of August 31, 2025.

Both parties agree that the Tenant vacated the rental unit on July 21, 2025.

Both parties agree that the Landlord received the Tenant's forwarding address on July 21, 2025.

The Landlord affirms not completing a move out Condition Inspection Report as the Tenant did not attend the first provided opportunity. However, the Landlord further affirms that they did not provide the Tenant with a second opportunity to complete one.

Is the Landlord entitled to a Monetary Order for compensation for damage or loss under the Act?

In their Notice of Dispute Resolution Proceeding, the Landlord writes, "Loss money for rent of August." The Landlord affirms they are requesting rent for August 2025 because the Tenant vacated the rental unit before the effective date of the One Month Notice.

The Tenant affirms they created a mutual agreement to end tenancy with the Landlord that had an effective date of July 31, 2025. The Landlord disagrees that a proper mutual agreement to end tenancy was ever created and that the effective date of the One Month Notice remained the tenancy end date.

The Tenant provided the following email, dated July 14, 2025, sent to Landlord R.S. to support this.

I'm writing to request your permission to end the tenancy on July 31st, 2025 — one month earlier than the date stated in your eviction notice. While I had intended to stay long-term, the current conditions have made that no longer feasible. Please confirm in writing that I may vacate by July 31st without penalty.

And Landlord R.S.'s response the same day.

Yes you may end the tenancy one month early on July 31 /2025 with no penalty. We request that you vacate by 1 PM, and to ensure the unit is well cleaned, as it was when you moved in. We wish you best of luck in the future and hopefully your next living situation will better meet your expectations.

The Tenant provided copies of further emails, one sent to the Landlord on July 16, 2025, requesting that the Landlord consent to the Tenant withdrawing their application to dispute the One Month Notice, and that Landlord S.H.S. also provide written confirmation that the Tenant can end the tenancy on July 31, 2025, without penalty. S.H.S.'s response was also provided by the Tenant which states the following:

You already have filed an Application for Dispute Resolution to dispute the One Month Notice to End Tenancy. We will keep that. Your eviction move out date is 31st of August by 1 pm.

The Landlord confirmed the veracity of the above emails.

Section 44(1)(c) of the Act states that a tenancy ends only if the landlord and tenant agree in writing to end the tenancy.

Section 29 of the Interpretation Act defines writing as words printed, typewritten, painted, engraved, lithographed, photographed or represented or reproduced by any mode of representing or reproducing words in visible form.

I find the email exchange between the Tenant and Landlord R.S. on July 14, 2025, meets the above definition and, upon reading, to satisfy Section 44(1)(c) of the Act. Thus, I find it to be a valid mutual agreement to end tenancy under the Act.

Although section 44(1)(c) states a mutual agreement to end tenancy must be in writing and be agreed to by both the landlord and tenant, it does not state that every individual landlord must agree for it to be valid. I find that co-landlords are jointly and severally responsible for their actions during the tenancy. Flowing from this is my finding that the later refusal by Landlord S.H.S does not override the earlier mutual agreement to end tenancy reached between the Tenant and Landlord R.S. As such, I find the tenancy ended on July 31, 2025.

Policy Guideline 3 clarifies that a tenant is not liable to pay rent after a tenancy agreement has ended. Therefore, I find the Tenant is not liable for August 2025 rent.

For the above reasons, the Landlord's application 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 is dismissed, without leave to reapply.

Is the Landlord entitled to retain all or a portion of the Tenant's security deposit in partial satisfaction of the monetary award requested?

As the Landlord has failed in their application for a monetary order for compensation for damage or loss under the Act, and they have been provided the Tenant's forwarding address, I find they are not entitled to retain any portion of the Tenant's security deposit.

Is the Tenant entitled to a Monetary Order for the return of all or a portion of their security deposit?

As the Landlord did not provided a second opportunity to the Tenant to complete the move out condition inspection report, as required by section 35 of the Act, and they have been provided the Tenant's forwarding address, and they have failed in their application for a monetary order for compensation for damage or loss under the Act, I

find the Tenant is entitled to the return of the full amount of their \$1650.00 security deposit. I decline to double it as the Landlord applied for dispute resolution to keep said security deposit less than 15 days of the tenancy ending

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

As the Landlord was not successful in this 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.

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

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

Conclusion

I grant the Tenant a Monetary Order in the amount of **\$1750.00** under the following terms:

Monetary Issue	Granted Amount
a Monetary Order for the return of all or a portion of their security deposit under sections 38 and 67 of the Act	\$1650.00
authorization to recover the filing fee for this application from the Tenant under section 72 of the Act	\$100.00
Total Amount	\$1750.00

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 7, 2025

Residential Tenancy Branch