DECISION

Introduction

The Landlord seeks the following relief under the *Residential Tenancy Act* (the "*Act*"):

- a monetary order pursuant to ss. 38 and 67 seeking compensation for unpaid rent by claiming against the deposit;
- a monetary order pursuant to ss. 67 and 38 compensating for loss or other money owed by claiming against the deposit; and
- return of the filing fee pursuant to s. 72.

The Tenants, in their own application, seek the following relief under the *Act*:

- a monetary order pursuant to s. 67 for compensation or other money owed;
- an order pursuant to s. 38 for the return of the security deposit and/or the pet damage deposit; and
- an order under ss. 44(e) and 62(3) that the tenancy was frustrated.

K.G. attended as the Landlord. He was represented by counsel, A.V., who spoke on his behalf. The Landlord's daughter, P.G., also attended and spoke on her father's behalf.

K.S. attended as the Tenant. The Tenant had the assistance of a translator, F.M., who translated English to Punjabi, and vice versa, on behalf of the Tenant. The Tenant indicated that he would provide submissions in English but may need assistance from the translator as required. I asked the Tenant to interrupt if he needed assistance from the translator or if something he heard was unclear.

The parties affirmed to tell the truth during the hearing. I reminded the parties of Rule 6.11 of the Rules of Procedure, which prohibits them from recording the hearing themselves, and noted that the hearing was automatically recorded by the Residential Tenancy Branch.

Service of the Applications and Evidence

Landlord's counsel advised that the Tenants were served by way of registered mail packages sent to their forwarding address on July 27, 2025 and September 19, 2025. I have been given a copy of a letter dated July 9, 2025 that contained the Tenants' forwarding address. That letter was signed by both Tenants. I have also been given

registered mail receipts addressed to both Tenants sent on July 27, 2025 and September 19, 2025.

The Tenant confirmed receipt of the 2 registered mail packages sent to him, though says their forwarding address is not their residence and was the address for their previous advocate. I am told by the Tenant that he was unaware if his co-tenant, J.K., similarly received the registered mail packages.

To be clear, ss. 89(1)(d) and 88(d) of the *Act* permit the Landlord to serve their application and evidence by way of registered mail sent to the Tenants' forwarding address. Based on the letter dated July 9, 2025 signed by both Tenants, I accept that the Tenants provided the Landlord with their forwarding address.

There is no requirement under the *Act* that a forwarding address also be the address in which the tenant resides. Indeed, ss. 88 and 89 distinguish between an address in which in an individual resides and the forwarding address, thereby confirming that a forwarding address, if provided, need not be a tenant's residence.

I find that the Tenants were served with the Landlord's application and evidence in accordance with ss. 89(1)(d) and 88(d) of the *Act* by way of packages sent to both individually on July 27, 2025 and September 19, 2025.

In the case of the Tenant, I accept that he received these packages without issue, though I deem under s. 90(a) of the *Act* that he received the packages addressed to him on August 1, 2025 and September 24, 2025, being 5 days after the registered mail was sent. In the case his co-tenant J.K., I similarly deem under s. 90(a) that she received the packages sent to her on August 1, 2025 and September 24, 2025. I note that the second package was deemed received by the Tenants prior to the Canada Post labour action that started on September 25, 2025.

The Tenant advised that the Landlord was served with the Tenants' application and evidence. Landlord's counsel acknowledges receipt of the Tenants' application materials, though denies receipt of video evidence I told him was provided to the Residential Tenancy Branch. The Tenant indicates he served the video evidence with a USB stick that was included in the packages he sent to the Landlord.

I have been provided with a registered mail receipt dated September 8, 2025 and a UPS courier receipt dated September 26, 2025 as proof of service. I have not, however, been provided with evidence of what was contained in either package.

Dealing with the application and documentary evidence, I accept that these were served on the Landlord in accordance with ss. 88 and 89(1) of the *Act*. The use of the courier on September 26, 2025 is in keeping with the Director's Order dated September 25, 2025 permitting service by private courier. I further accept that these were received without issue by the Landlord, as confirmed by counsel at the hearing.

With respect to the video evidence, I have been given conflicting evidence on whether the USB stick was also served. The Tenants must prove they served the evidence upon which they wish to rely upon. Without confirmation in the form of a photograph showing the packages sent to the Landlord contained a USB stick, I have no means of resolving the conflicting testimony on the record before me. Given the Tenants must demonstrate service, I find that they have failed to do so as it relates to the video evidence submitted to the Residential Tenancy Branch. As such, I find it would be procedurally unfair to include or consider evidence for which the Landlord has received no notice. Accordingly, I exclude the Tenants' evidence from consideration.

Preliminary Issue – Tenants' Request for an Order that the Tenancy was Frustrated

The Tenants, in their application, seek an order that the tenancy ended by frustration under s. 44(e) of the *Act*. In describing their claim, they state the following:

> I request an order ending the tenancy due to frustration. I was illegally evicted from a shared unit through a possibly forged lease, where my signature and my wife's were falsified and used to obtain an RTB order. The landlord also refused rent, attempted rent increases, harassed my family, entered without notice, denied rent receipts, and ignored safety issues. I seek return of my deposit and compensation for eviction, privacy violations, and emotional harm.

By means of some context, I have been provided with the decision of a previous matter in which the Landlord was granted an order of possession after serving the Tenants with a 10-Day Notice to End Tenancy for Unpaid Rent. The file number for the previous matter is noted on the cover page of this decision.

At law, an issue that was determined in a previous matter is not open to be redetermined in a subsequent matter if the decision in the initial matter is final, deals with the same question, and involves the same parties or their proxies. This is called res judicata, specifically issue estoppel (see *Khan v Shore*, 2015 BCSC 830 ("*Khan*") at para 29 to 34).

I find that the question of when and how this tenancy was determined in the previous matter. Namely, the tenancy ended after the Landlord served a notice to end tenancy for unpaid rent and the Tenants failed to pay the arrears or dispute the notice within the proscribed period. As noted in the decision for that matter, the Tenants were conclusively presumed to have accepted the end of their tenancy under s. 46(5) of the *Act*.

The original decision in the previous matter was subject to a review application filed by the Tenants. In a decision dated May 9, 2025, the portion of the decision pertaining to the order of possession was not set aside and the review was granted on a limited basis under which the monetary award was subject to review. Simply put, the review did not affect the underlying finding in which the order of possession was granted, namely by application of the conclusive presumption.

I find that issue estoppel is clearly engaged here. The question of when and how the tenancy ended was determined in the previous matter. That decision is final subject only to judicial review at the BC Supreme Court, which has not been filed, and deals with the same parties. To grant the Tenants the relief they seek on this claim of their application would amount to a collateral attack of the findings in which the Landlord was granted an order of possession and which ultimately resulted in the tenancy ending.

I find that this portion of the Tenants' claim is barred by application of res judicata. I dismiss the request for an order that the tenancy ended due to frustration, without leave to reapply.

Preliminary Issue – Landlord's Argument that the Remaining Monetary Claim from the Tenants is Res Judicata

Landlord's counsel argued that the Tenants' claim for monetary compensation has previously been determined in another application filed by the Tenants. The decision for that matter, which was rendered by me on May 26, 2025, has been provided to me. I have noted the file number for that application on the cover page of this decision as well.

In brief, the Tenants sought orders for repairs, restricting the landlord's right of entry, permitting access to the rental unit to the Tenants or their guests, disputing a rent increase, and an order for compensation tied to internet service.

When the matter came on for hearing, the Tenants had already vacated the rental unit. On this basis, those claims related to repairs, permitting access, and restricting the Landlord's access were dismissed without leave to reapply since there was no triable issue as the tenancy had ended. I was told at that time that the disputed rent increase was never paid by the Tenants, such that I found there was no triable issue on this claim since no money was paid to the Landlord on an unlawful rent increase and whether the rent increase applied prospective was irrelevant as the tenancy had ended. This claim was also dismissed without leave to reapply.

Landlord's counsel, citing *Khan*, says that the Tenants' current claims for monetary compensation were tied to the Tenants' claims that I had dismissed without leave to reapply. It was argued by him, and the Landlord's daughter, that they have been subjected to repeated allegations of the same nature such that I should not consider the monetary claim on the basis that issue estoppel was engaged.

The Tenants, on this application, seek compensation of $14,000.00, describing their claim as follows:

> Illegal eviction(two months rent) Before RTB hearing 26 may 2025 file number 910192059 $2,990 Emotional distress $5,000 Invasion of privacy / unlawful entry $2,000 Unsafe living conditions $1,500 Forged document harm $2,500 Total $14,000 I request the RTB review Decision file number 910195086, as it provides

key context and evidence regarding my tenancy and supports my current complaint. This dispute began with a forged lease agreement that was not signed by us.

To be clear, those claims are cited by the Landlord as triggering issue estoppel were not dismissed by me after consideration of their merits. Practically, any orders for repairs would be irrelevant since the tenancy was over. Similarly, restricting the Landlord's right of entry or allowing access to the Tenants was also irrelevant since the Tenants no longer had a right of possession under the tenancy agreement.

I highlight this because I find that issue estoppel has not been engaged here. There were no findings by me on whether the Landlord failed to repair the rental unit as required by s. 32(1) of the *Act*. I similarly did not make a finding that the Landlord was not in breach of s. 29, nor did I find that the Landlord denied the Tenants access in contravention of s. 30. Simply put, there was no final decision in which these questions were decided on their substantive merits.

Arguably, the Tenants monetary claim in this application could have been included in their previous application, thus potentially triggering cause of action estoppel. However, I find that the previous application's monetary claim, as pled, was clearly distinct from this one and since no findings were made on the underlying merits of the other claims, I find it would be improper to simply dismiss the Tenants' claim for compensation without a fair hearing of its merits.

I find that res judicata does not apply to the Tenants' monetary claim. It will be determined on its merits.

Issues to be Decided

1) Is the Landlord entitled to a monetary order for unpaid rent?
2) Is the Landlord entitled to a monetary order compensating him for damage or loss arising from the Tenants breach of the *Act*, Regulations, or tenancy agreement?
3) Are the Tenants entitled to a monetary order compensating them for damage or loss arising from the Landlord's breach of the *Act*, Regulations, or tenancy agreement?
4) Is the Landlord, or the Tenants, entitled to the security deposit?
5) Is the Landlord entitled to the return of his filing fee?

Evidence 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.

General Background

The Tenant and Landlord's counsel confirm the following details with respect to the tenancy:

- The tenancy started on October 1, 2024.
- The Tenants vacated the rental unit in late May 2025.
- Rent of $1,495.00 was due on the 1st day of each month.
- A security deposit of $975.00 was paid by the Tenants.

Rent payable under the tenancy agreement was subject to the review of the original matter. It was found on review that the Tenants' obligation to pay rent to the Landlord was in the amount of $1,495.00 per month. Landlord's counsel advised that the Landlord accepted the outcome of that review and for the purposes of this application accepts rent payable was as found in the review.

Legal Test Applicable to the Monetary Claims

Under s. 67 of the *Act*, the Director may order that one party compensate the other if damage or loss result from their failure to comply with the *Act*, regulations, or tenancy agreement.

Policy Guideline 16, summarizing the relevant principles from ss. 67 and 7 of the *Act*, sets out that to establish a monetary claim, the arbitrator must determine whether:

1. A party to the tenancy agreement has failed to comply with the *Act*, the regulations, or the tenancy agreement.
2. Loss or damage has resulted from this non-compliance.
3. The party who suffered the damage or loss can prove the amount of or value of the damage or loss.
4. The party who suffered the damage or loss mitigated their damages.

The applicant seeking a monetary award bears the burden of proving their claim.

1) Is the Landlord entitled to a monetary order for unpaid rent?

The Landlord, in his application, seeks compensation of $964.52 in unpaid rent due to occupancy up to May 20, 2025, $530.53 in lost rental income for the remainder of May, and $1,495.00 in compensation for lost rental income in June 2025.

To be clear, the tenancy for this matter, as per the first decision rendered on May 5, 2025, ended based on the conclusive presumption of applied under s. 46(5) of the *Act*. This means that the Tenants were conclusively presumed to have accepted the end of the tenancy based on the notice for unpaid rent and were required to vacate by its effective date, which was found to be April 30, 2025. This means the tenancy ended on April 30, 2025 and the Tenants were overholding the rental unit after that date.

I provide this information because the Landlord, in my view, is conflating its claim for unpaid rent, which is an obligation flowing from the tenancy agreement, and lost rental

income, which arises due to a breach of the tenancy agreement or overholding the rental unit after a tenancy has ended. Having said this, I accept that the application is sufficiently pled such that the Tenants have notice of the claim irrespective of how it is characterized.

Further, during submissions Landlord's counsel indicates that the Landlord is seeking lost rental income for the remainder of a disputed fixed term tenancy agreement. This was not specifically pled in the application. However, Rule 7.12 permits the amendment of an application at the hearing in circumstances that can be reasonably anticipated, such as an increase in rent owed due to the passage of time between filing an application the matter being heard. I find that is the case here.

The Tenants would have been put on notice of the claim for lost rental income in the original application, the fact that it has increased over time is a natural consequence of the delay between filing and the hearing. Further, there is little utility in bifurcating the claim for lost rental income on the basis that a portion of it was not included in the application when it was filed, which it could not have been since the total purported loss was unknown to the Landlord at that time.

Accordingly, I permit the Landlord to amend their application under Rule 7.12 to pursue their claim for lost rental income up to the end of the disputed fixed term tenancy agreement.

Submissions

Landlord's counsel submits that the Landlord has suffered lost rental income for May 2025 while the rental unit was occupied by the Tenants, as well as lost rental income for June, July, August, and September pursuant to the fixed-term tenancy agreement. I have been given a copy of the tenancy agreement, which is signed on September 30, 2024 and lists it was for a fixed term ending on September 30, 2025.

The Landlord's daughter explained the steps taken to find a new tenant for the rental unit. She tells me that advertisements for the rental unit were posted after they obtained possession of the rental unit from the Tenants and another occupant at the end of Mayu 2025. As will be discussed below, the Landlord obtained a writ of possession and retained a bailiff. I am told that marketing the rental unit began once possession of the rental unit was returned due to the uncertainty on when the rental unit would be available.

The Landlord's daughter says that, in addition to online advertisements, they engaged in word-of-mouth advertising and posting advertisements on community billboards at temples. She says that the rental unit was originally advertised at monthly rent of $1,950.00, though this was later decreased to $1,850.00 in July 2025 and again in August 2025 to $1,750.00. The Landlord, I am told, retained a property manager in July 2025 to assist in marketing the rental unit after actively searching for one in June 2025. Despite having some interest and nearly obtaining other tenants, I am told that the rental unit is still vacant.

The Tenant says that the tenancy agreement was not signed by him and the document put into evidence is fraudulent. He says that they had a verbal agreement. The Landlord's daughter denies this, pointing to text messages in evidence where the tenancy agreement was sent to J.K. on October 7, 2024. The Landlord's evidence also contains a message from the Tenant sent on September 26, 2024 and September 28, 2024 where he provided government ID for himself and J.K..

The Tenant argued that the Landlord has had possession of the rental unit since late May 2025 after he and his co-tenant vacated the rental unit. I am told by the Tenant that he was not served with the order of possession granted to the Landlord on May 5, 2025, nor did he receive a copy of the writ of possession that was filed on May 20, 2025. Despite this, the Tenant says he vacated the rental unit on May 21, 2025.

The Tenant confirms, however, that he paid no money to the Landlord for occupancy in May 2025. He says that he paid the Landlord $1,595.00, though this was in satisfaction of the order granted to the Landlord in the previous matter.

Findings

Dealing first with compensation for May 2025, I have little difficulty finding the Landlord is entitled to compensation. Again, the tenancy ended on April 30, 2025, being the effective date of the notice to end tenancy for unpaid rent. Despite this, the Tenants did not vacate the rental unit, which required the Landlord obtain an order of possession by filing an application.

Section 57(1) of the *Act* defines an overholding tenant as a tenant who continues to occupy a rental unit after the tenancy has ended. Given the tenancy ended on April 30, 2025, the Tenants were overholding the rental unit in May 2025. Further, the paid no money for occupancy in that month. Section 57(3) of the *Act* is clear that a landlord may claim for compensation from an overholding tenant for any period the overholding tenant occupies the rental unit after the tenancy has ended. I find that that is the case here for lost rental income for May 2025.

The Tenant asserted he was not served with the order of possession and the writ of possession. I find this assertion to lack credibility. Clearly the Tenant was aware of the writ of possession, since he vacated the day after it was filed. I am told by counsel that the bailiff attended on May 22, 2025 due to their availability, which supports in my view that the Tenants vacated upon being notified enforcement of possession was imminent by receiving the writ of possession. Further, it is difficult for the Tenant to say that he did not receive the order of possession when I am also told by him that his advocate had advised him to ask the Landlord for more time to vacate the rental unit. I accept it more likely that the order of possession was posted to the rental unit door on May 8, 2025, as stated in the Landlord's affidavit filed when obtained the writ of possession.

All this is to say that there is no reasonable excuse for the Tenants failure to vacate the rental unit on April 30, 2025, the effective date of the notice to end tenancy, or in compliance with the order of possession. Rather, they waited until the writ of possession was filed to vacate due to the imminent enforcement of possession by a bailiff.

I find that the Tenants failed to vacate pursuant to the notice to end tenancy, overheld the rental unit, and did not pay for occupancy in May 2025. I accept the Landlord suffered lost rental income for the entire month, since the Tenants vacated on or about May 21, 2025, as confirmed by the Tenant at the hearing. I find that mitigation was not possible since the rental unit was still occupied and was not vacated until after the Landlord filed for a writ of possession. Accordingly, I grant the Landlord $1,495.00, being the Tenants' responsibility for total rent owed as per the findings of the previous arbitrator.

Dealing with the claim for lost rental income after the Tenants vacated, there was some dispute on whether there was a fixed term tenancy. I have been given a copy of a tenancy agreement that the Tenant asserts is fraudulent as it was not signed by him. I do not, however, find the Tenant's testimony to be credible on this point.

I place significant weight on the text messages in evidence. On October 7, 2024, J.K. was sent a screenshot of the tenancy agreement, to which J.K. replied by asking for a hard copy. The image from the screenshot corresponds with first page of the tenancy agreement provided by the Landlord. That shows the ID numbers for the government ID provided by the Tenant on September 26th and 28th.

Though the Tenant asserts the tenancy agreement was fraudulent, I do not accept that it is. If the Landlord provided a copy of the tenancy agreement in October 2024, which I accept they did, there is no reason why the Tenants would not have submitted that document into evidence as well if it somehow differed from the tenancy agreement provided by the Landlord. Instead of this occurring, I am told by the Tenant that there was a verbal tenancy agreement, this even though a written tenancy agreement was sent to J.K. in October 2024. Again, find that the Tenant is not credible on this point.

I accept that the Tenants entered into an agreement with the Landlord for a fixed term ending on September 30, 2025.

Policy Guideline 3 provides guidance on claims for compensation on unpaid rent or lost rental income. Among other things, it states the following:

> A tenant is liable to pay rent until a tenancy agreement ends. Sections 45 and 45.1 of the RTA (section 38 of the MHPTA) set out how a tenant may unilaterally end a tenancy agreement.
>
> Where a tenant vacates or abandons the premises before a tenancy agreement has ended, the tenant must compensate the landlord for the damage or loss that results from their failure to comply with the legislation and tenancy agreement (section 7(1) of the RTA and the MHPTA). This can include the unpaid rent to the date the tenancy agreement ended and the rent the landlord would have been entitled to for the remainder of the term of the tenancy agreement.
>
> Similarly, when a landlord ends a fixed term tenancy early as a result of the tenant's actions (such as not paying rent or most of the grounds for cause), the

landlord may also be able to claim the loss of rent for the remainder of the term of the tenancy agreement.

In this case, I accept, as per the findings in the previous matter, that the tenancy ended due to the Tenants' failure to pay rent, which prompted service and enforcement of the notice to end tenancy for unpaid rent. The tenancy ended prior to the fixed term due to the Tenants' actions in breach of its obligation to pay rent under the tenancy agreement. Pursuant to the guidance in Policy Guideline 3, I find that the Landlord is entitled to lost rental income for the period after the Tenants vacated the rental unit.

I am told by the Landlord's daughter, and accept, that advertiser for the rental unit took place after the Tenants and another occupant vacated the rental unit at the end of May 2025. I find that this was prudent under the circumstances since there was some uncertainty on when the Tenants would vacate, as well as the other occupant, such that they could not reasonably advertise for occupancy on June 1, 2025 under the circumstances.

Total rent paid by the Tenants and the other occupant was $1,995.00, as per the findings in the previous matter, such that I accept that posting it for rent payable in the amount of $1,950.00 was generally reasonable. I accept that there was little interest at this rate, such that the Landlord retained a property manager and subsequently decreased the advertised rent payable to $1,850.00 in July 2025 and $1,750.00 in August. All this activity supports, in my view, relatively aggressive marketing of the rental unit. Despite this, I accept that the rental unit has not been occupied.

I find that the Landlord has taken all reasonable steps to minimize his lost rental income claim as required under s. 7(2) of the *Act*. Despite this, I also accept the Landlord has suffered lost rental income for June, July, August, and September 2025. Accordingly, I grant the Landlord $5,980.00 ($1,495.00 x 4 months).

In total, I order the Tenants pay $7,475.00 in lost rental income to the Landlord ($1,495.00 + $5,980.00).

2) ***Is the Landlord entitled to a monetary order compensating him for damage or loss arising from the Tenants breach of the Act, Regulations, or tenancy agreement?***

The Landlord, in his application, seeks $3,435.88 for bailiff costs. I have been given an invoice from the bailiff, dated May 27, 2025, for this amount.

As noted above, I accept that the Tenants were served with the order of possession. Included in the Landlord's evidence is a letter from counsel dated May 8, 2025, demanding possession on May 20, 2025. Again, the Tenants did not vacate pursuant to the 7 day deadline imposed by the order of possession, nor did they vacate on May 20, 2025 pursuant to the demand in the letter from counsel. The Landlord was effectively required to then seek to enforce the order of possession on May 20, 2025 by filing for the writ of possession. Only after was the writ obtained did the Tenants vacate the rental unit.

The Tenant argued that he made attempts to resolve the matter with the Landlord, with some indication that he asked for more time to vacate as per advice he received from his advocate. To be clear, the Landlord was under no obligation to agree to accommodate the Tenants. The order of possession was granted. The Tenant's review application of the order of possession was dismissed. The order of possession was valid and enforceable. Despite this, the Tenants vacated only after the writ of possession was obtained.

I find that the Tenants failed to vacate the rental unit despite being conclusively presumed to have accept the end of their tenancy. I find that the Tenants failed to vacate the rental unit pursuant to the order of possession, being 7 days after it was received by them. I find that the Tenants failed to vacate on May 20, 2025, despite the demand from counsel. Finally, I find that the Tenants only vacated after they received notice the Landlord obtained a writ of possession. I find that this constitutes a breach of s. 46 of the *Act* and an order of the Director, which resulted in the Landlord suffering a loss of $3,435.88 as demonstrated by the invoice in evidence.

I find that the Landlord could not have mitigated this loss since the Tenants had repeatedly failed to take steps to comply with the various dates in which they were otherwise required to vacate the rental unit. Obtaining a writ of possession and a bailiff was the Landlord's only option to take back possession of his property.

Accordingly, I grant the Landlord $3,435.88 paid to the bailiff.

3) Are the Tenants entitled to a monetary order compensating them for damage or loss arising from the Landlord's breach of the Act, Regulations, or tenancy agreement?

The Tenants, in their application, seek $14,000.00 in compensation, which was pled as stated above.

As a preliminary point, the Tenants seek $2,990.00 in compensation for an illegal eviction. I find that the Tenants are not entitled to compensation on this basis. Given my findings above, the Landlord was within his right to serve the notice to end tenancy, which ultimately led to the order of possession and the writ of possession. The Tenants cannot reasonably assert they were illegal evicted since the Landlord issued a valid and enforceable notice to end tenancy under s. 46(1) of the *Act*. This portion of the Tenants' monetary claim is dismissed, without leave to reapply.

Similarly, the Tenants seek $2,500.00 due to a purportedly forged document. Again, I found above that the Tenant's assertion that the tenancy agreement was forged to be false. I accept the tenancy agreement was valid and signed by the Tenants, with a copy being provided to the Tenants in October 2024. Based on this, I find that the Tenants cannot claim compensation due to a purportedly falsified tenancy agreement.

Submissions

The Tenant says that the Landlord caused him and his family a great deal of stress and anxiety during their tenancy. The Tenant says that Landlord repeatedly ignored a water leak, thereby permitting the Tenants to reside in unsafe living conditions. The Tenant alleges that the Landlord locked him out of the shared laundry room. He further says that the Landlord would enter the rental unit without notice, knocking on their door at any time he pleased. The Tenant says he was harassed to move-out of the rental unit and that the Landlord refused to accept rent from him.

I have reviewed the Tenants' evidence, which contains images of woman's neck, with a message sent to the Landlord whereby it is alleged there is an issue with ants in the rental unit. I have also been given a photograph of an ant on the wall. There's also an image of what appears to be a beetle on the floor, and water running from a downspout across a sidewalk.

There is also correspondence between the parties and correspondence sent by Landlord's counsel.

Landlord's counsel denies there was any illegal entry into the rental unit. The Landlord's daughter indicating that Tenants had made a false call to the police alleging this was occurring while she was out of the country and even though her parents were not at the residential property at the time. Landlord's counsel further says there is no evidence to support the Tenants' claims and argued that the ants in the rental unit is just as likely due to cleanliness issues in the rental unit for which the Tenants were responsible.

Findings

Section 28 of the *Act* sets out a tenant's right to the quiet enjoyment of their rental. These include, but are not limited to, the right to reasonable privacy, freedom from unreasonable disturbance, exclusive possession of the rental unit subject only to the landlord's right to enter the rental unit as set out under s. 29, and the right to use common areas for reasonable and lawful purposes, free from significant interference.

A landlord's right to enter a rental unit is restricted by s. 29 of the *Act*. Generally, s. 29(b) is applicable to most instances of entry, which requires landlords provide at least 24 hours notice prior to entry, with the entry notice stating a reasonable purpose of entry and a time of entry between 8:00 AM and 9:00 PM.

In short, I find that the Tenants have failed to demonstrate any of the allegations contained in their application are present.

The Tenants allege emotional distress and unlawful entry due to the Landlord's conduct. The Tenant says that he was harassed to vacate, and that rent payment was refused. To be clear, the Tenants were not harassed to vacate, they were ordered to vacate. Further, there is absolutely no evidence that there was ever unauthorized entry to the rental unit by the Landlord. The correspondence provided by the Tenants is unnoteworthy. There is no indication in the correspondence that the Tenants even

alleged issues of unauthorized entry during the tenancy in the form of complaint sent to the Landlord.

I have been given a photograph of an ant and a beetle. Transitory insects in a rental unit are to be expected and there is simply no evidence to support a finding of some broader issue that would contravene the Landlord's obligation under s. 32(1) of the *Act*. Nor is water running across a sidewalk somehow evidence of any other unsafe living conditions.

I find that the evidence on record is wholly deficient to support the claims for compensation advanced by the Tenants in their application. In the face of the denials from the Landlord, the dearth of evidence on record, and some of the issues I have with the Tenants' credibility as noted above, I find that the Tenants have failed to substantiate any breach by the Landlord of the *Act*, Regulations, or the tenancy agreement.

The Tenants' claims for compensation are dismissed, in their entirety, without leave to reapply.

4) Is the Landlord, or the Tenants, entitled to the security deposit?

Section 38(1) of the *Act* sets out that a landlord must within 15-days of the tenancy ending or receiving the tenant's forwarding address in writing, whichever is later, either repay a tenant their deposits or make a claim against the deposits with the Residential Tenancy Branch.

As stated above, the Tenants' provided their forwarding address to the Landlord in the form of a letter dated July 9, 2025. Landlord's counsel acknowledges this was received on July 9, 2025. Accepting this, I find under s. 71(2) of the *Act* that the Landlord was sufficiently served with the Tenants' forwarding address, receiving it on July 9, 2025.

Review of the information on file shows that the Landlord filed his application against the security deposit on July 23, 2025. Accordingly, I find that the claim for compensation was filed within 15 days of July 9, 2025, such that the application was filed in accordance with the deadline imposed by s. 38(1) of the *Act*.

I have considered the issue of extinguishment, which I find to be irrelevant here. The Landlord had the right to retain the security deposit as security on its claim for lost rental income and other compensation, which differs from damage to the rental unit, such that ss. 24(2) and 36(2) of the *Act* are not relevant here.

I direct under s. 72(2) of the *Act* that the Landlord retain the security deposit and interest on the security deposit in partial satisfaction of what he is owed by the Tenants.

Interest is owed under s. 38(1)(c) of the *Act* and, in this case, is $13.88. I have determined interest by use of the Residential Tenancy Branch's deposit interest calculator for the entire period the funds have been held in trust by the Landlord, being

from payment of the security deposit on September 30, 2024 as noted in the tenancy agreement to the date of this decision.

In total, $988.88 will be offset from the monetary order granted to the Landlord.

5) Is the Landlord entitled to the return of his filing fee?

I find that the Landlord was successful and is entitled to his filing fee. I order under s. 72(1) of the *Act* that the Tenants pay the Landlord's $100.00 filing fee.

Conclusion

I dismiss the Tenants' application, in its entirety, without leave to reapply.

I grant the Landlord $7,475.00 in compensation for lost rental income.

I grant the Landlord $3,435.88 in compensation for the bailiff fees.

I grant the Landlord $100.00 for his filing fee.

I direct the Landlord retain the security deposit and interest, totalling $988.88, in partial satisfaction of what the Tenants owe the Landlord.

In total, I order under ss. 67 and 72 of the *Act* that the Tenants pay **$10,022.00** to the Landlord ($7,475.00 + $3,435.88 + $100.00 - $988.88).

The Landlord must serve the monetary order on the Tenants and may enforce the order at the BC Provincial 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 10, 2025

Residential Tenancy Branch