

DECISION

Introduction

This hearing dealt with cross applications including:

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

- a Monetary Order for damage to the rental unit or common areas under sections 32 and 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 August 26, 2025, 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

The Landlord was represented at the October 28, 2025, hearing by their Property Manager D.M. who provided sworn testimony. The Tenant did not attend and was not represented.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

I find that the Tenants were served by Registered Mail on August 13, 2025. The Landlord stated that they served to the forwarding address provided by Tenant V.K. on the move-out condition inspection report.

I reviewed the proof of tracking provided for both Tenants and find that the packages were "refused" by each recipient on August 20, 2025. I nevertheless deem the Tenants served with Notice of this dispute on August 18, 2025, as required by section 90 of the Act.

Service of Evidence

The Landlord stated that they provided copies of all documentary evidence within the registered mail that was sent on August 13. I therefore deem the Tenants served with copies of the documentary evidence on August 18, 2025, as required by section 90 of the Act.

I find that I can consider the Landlord's documentary evidence in my decision making because it was served on the Tenants as required by the Act and Rules of Procedure.

Preliminary Matters

The Tenant did not attend the October 28, 2025, hearing and so their application was dismissed without leave to reapply as considered by RTB Rule of Procedure 7.3.

Issues to be Decided

- Is the Landlord entitled to a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act?
- Is the Landlord entitled to retain a portion of the security deposit as compensation against loss?
- Is the Landlord entitled to recover the filing fee for this application from the Tenant?

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.

The residential property, recently constructed and occupied since 2019, is a multi-unit apartment building owned and operated by the Landlord.

Evidence was provided showing that this tenancy began on May 1, 2025, with a monthly rent of \$2,880.00, due on the first day of the month, with a security deposit in the amount of \$1,440.00.

The Landlord stated that the balance of the security deposit (\$740.00) was returned to the Tenants on August 13, 2025, after the tenancy ended on July 31, 2025, despite the fixed term tenancy that was to have run through to April 30, 2026.

The Landlord stated that they advised the Tenant V.K. of a \$700.00 claim for compensation for damages on move-out because of documented damages to a door frame and a section of wall that was punched. Pictures of this damage were provided.

The Landlord provided copies of a move-in and move-out condition inspection report to confirm documented damage to the doorframe and wall. They noted that both inspection reports were signed by the Tenant V.K – they also noted that the Tenant specifically stated on the move-out that they did not agree to the charges.

The Landlord referred to an August 1, 2025, invoice from their handyman in the amount of \$537.56 for necessary repairs to the rental unit door frame and wall. The Landlord acknowledged that this amount was less than the amount initially estimated.

The Landlord stated that the Tenants were released from this fixed term tenancy early without a rent related penalty because there was a domestic violation situation.

Analysis

The Landlord as applicant is required by RTB Rule of Procedure 6.6 to establish their claim on the balance of probabilities to be successful.

Is the Landlord 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

More information on this 4-Part test for loss is provided in RTB Policy Guideline 16.

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 money owed or compensation for damage or loss under the Act, regulation or tenancy agreement because:

- The move-out condition inspection report confirms the Tenants' contravention of section 32(3) of the Act which states that tenants are responsible for the costs of damages beyond reasonable wear and tear.
- The Landlord provided proof of handyman invoice in the amount of \$537.56.
- I use my discretion under the Act and Policy Guidelines to award an additional \$62.44 in nominal damages associated with completing these repairs because I find that the Landlord successfully mitigated losses by having the unit promptly and professionally repaired at a lower cost than initially anticipated after a fixed term tenancy ended early.

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.

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 \$600.00.

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 that the Landlord is entitled to recover the \$100.00 filing fee paid for this application under section 72 of the Act.

Conclusion

I order that the Landlord is entitled to retain the remaining \$700.00 of the Tenants' security deposit as full and final compensation for damage and losses associated with this tenancy.

The Tenant's application is dismissed without leave to reapply.

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 28, 2025

Residential Tenancy Branch