

DECISION

Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) 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
- an order requiring the Landlord to return the Tenant's personal property under section 65 of the Act

And the Landlord's Application for Dispute Resolution under the Act for:

- a Monetary Order for unpaid rent under section 67 of the Act;
- a Monetary Order for cleaning and or damage to the rental unit or common areas under sections 32, 37, and 67 of the Act;
- authorization to retain the Tenant's security deposit in partial satisfaction of the Monetary Order requested, under section 38 of the Act.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

The Tenant was granted a substituted service order allowing them to serve their Proceeding Package to the Landlord by email on October 7, 2025. The Landlord did not dispute receipt of the Tenant's application and evidence. I find the Landlord was duly served on September 29, 2025, by email, in accordance with the substituted service decision and section 71 of the Act.

I find the Landlord served their response and cross application to the Tenant by email on October 14, 2025. I find the cross-application was one day late. However, the responding evidence was served within time.

I decline to adjourn this matter for late service of the cross-application because I find the delay of one day was minimal, and the Tenant was able to provide evidence in response to the Landlord's claims within time for the hearing. I find both parties were provided a fair opportunity to be heard on all of the issues arising out of the tenancy. Proceeding with the hearing will not unduly prejudice either party.

Preliminary Matters

During the hearing the parties settled the Tenant's claim for the return of their personal property. Under section 64.2 of the Act, I record the agreement in the following order:

The Tenant will provide three days' notice by email to LL and JE to collect their items from storage by December 31, 2025.

After December 31, 2025, the Landlord may dispose of any of the Tenant's remaining items at the Landlord's own cost. The Landlord will not charge a fee for storing the Tenant's items to December 31, 2025.

Issues to be Decided

Is the Tenant entitled to compensation under section 67 of the Act?

Is the Landlord entitled to a monetary order for unpaid rent under section 67 of the Act?

Is the Landlord entitled to a monetary order for cleaning and or damage to the rental unit under sections 32, 37 and 67 of the Act?

Which party is entitled to the security deposit under section 38 of the Act?

Is the Landlord entitled to recover their filing fee for this application under section 72 of the Act?

Facts and Analysis

Based on the evidence and submissions from both parties I find as follows:

- The Tenancy began on December 15, 2015, with a monthly rent of \$1,385.00 due on the first day of each month.
- The Tenant provided a security deposit of \$595.00 on November 6, 2015.
- I find interest of \$32.87 has accumulated on the deposit from November 6, 2015, to the date of this hearing, for a total value of \$627.87, which the Landlord holds in trust.
- The parties dispute the completion of a move in inspection. The parties did not complete a move out inspection.
- The parties previously attended a case facilitation, resulting in a settlement agreement dated April 1, 2025, summarized as follows:
 - The tenancy would end on September 30, 2025.
 - The Tenant was not required to pay rent for April 2025.
 - The Tenant would not sublet the rental unit for the remainder of the tenancy.
 - The Landlord would return the full security deposit within 15 days of the end of the tenancy.

- The Tenant says the Landlord's agent prevented them from paying rent for August 2025. The Landlord says the direct deposit form provided by the Tenant was incomplete and they are not able to accept e-transfers for rent due to liability concerns. The Tenant disputes this, saying the Landlord's agent requested payment in cash.
- The evidence indicates that the Tenant provided a void cheque, but not the additional signed PAD form the Landlord required.
- The Landlord offered to accept rent by post dated cheque or bank draft.
- An email from the Landlord informed the Tenant on July 17, 2025, that the Landlord required the PAD form by July 20, 2025, to enrol the Tenant in direct deposit for August 2025, and that the Landlord could not accept rent by e-transfer again.
- The Tenant emailed the Landlord on August 3, 2025, saying they will not submit a PAD form or switch to another payment method at this time, and they would pay rent by e-transfer.
- The Landlord issued a 10 Day Notice on August 3, 2025, with an effective date of August 13, 2025. The Tenant disputes how this notice was served to them, saying it was served under the door. The Tenant was residing out of the country at the time of service.
- When the Tenant became aware of the 10 Day Notice, they sent an agent to remove their belongings from the rental unit in compliance with the effective date of the 10 Day Notice.
- Some of the Tenant's belongings remain in storage in the basement of the rental building.
- The Tenant says they were unable to clean or repair the unit at the end of the tenancy due to lack of notice from the Landlord.
- The Landlord received the Tenant's forwarding address in writing by email on August 14, 2025.
- The Tenant says they called to cancel their hydro and were informed the Landlord had taken over the account by September 2, 2025.
- The Landlord applied to retain the security deposit for rent, cleaning and damages on October 6, 2025.
- The Tenant confirms they painted their bedroom and the kitchen cabinets during the tenancy. The Tenant says they had permission to do so. The Tenant says the kitchen cabinets were previously painted and peeling and in poor shape during the tenancy, which is why they painted them.
- The Landlord says although the Landlord had not painted the interior of the unit during the ten year tenancy, the color chosen for the kitchen cabinets is so bright that it will require extra time and cost to repair.
- The Tenant says the "missing" closet door is still in the unit, under the bed. The Tenant disputes all claims for damages to the unit.

The Tenant requests compensation for changing their plans to return to the rental unit after they received the 10 Day Notice. The Tenant requests the cost of their fee to change their flights, costs for packing up their belongings in the unit, and the cost of emergency alternative accommodations.

The Tenant requests the return of double their deposit because the Landlord did not return the deposit or apply to retain it within 15 days as required under section 38 of the Act and contrary to the settlement between the parties.

The Landlord requests rent for August and September 2025, up to the end date of the tenancy as agreed under the settlement.

The Landlord requests a cleaning fee of \$100.00, painting costs of \$1,000.00, compensation of \$100.00 for a missing closet door, and \$100.00 for a missing blind.

Is the Tenant entitled to compensation under section 67 of the Act?

Under Policy Guideline 16, regarding compensation for damage or loss, to determine whether compensation is due, the arbitrator may determine whether:

- a party to the tenancy agreement has failed to comply with the Act, regulation or tenancy agreement.
- loss or damage has resulted from this non-compliance.
- the party who suffered the damage or loss can prove the amount of or value of the damage or loss; and
- the party who suffered the damage or loss has acted reasonably to minimize that damage or loss.

I find the Landlord was reasonable in requesting various methods of rent payment other than e-transfer. I find the Tenant was responsible for providing the correct forms prior to leaving the country. Although the Tenant provided a void cheque, they did not apparently fill out the separate PAD form that was required. There is no evidence that the Tenant attempted to pay rent by e-transfer on August 1, 2025, or attempted to pay by any other method by August 1, 2025.

I find the Landlord was lawfully entitled to issue a 10 Day Notice to the door of the rental unit for unpaid rent after the Tenant failed to pay rent by August 1, 2025.

Even if the Tenant had proven improper service of the 10 Day Notice, I find the Tenant chose not to dispute the 10 Day Notice when they became aware of it. I find the Tenant was responsible for their choice to vacate the unit in compliance with the notice.

Since the Landlord is entitled to issue a 10 Day Notice when rent is not paid on the day it is due, I do not find a breach of the Act by the Landlord. I find the Tenant failed to mitigate their losses because they did not confirm how rent would be paid prior to leaving the country, and they complied with the 10 Day Notice rather than disputing the method of service or the merits of the notice.

Ultimately, compensation under section 67 of the Act is limited to claims where damage has stemmed directly from a violation of the Tenancy Agreement or a contravention of

the Act on the part of the other party. Moving costs are not commonly awarded as they are to be expected at the end of any tenancy.

This portion of the Tenant's application is dismissed, without leave to reapply.

Is the Landlord entitled to a monetary order for unpaid rent under section 67 of the Act?

The Landlord argues that the Tenant owes rent up to the agreed end date of the tenancy, September 30, 2025.

I do not accept the Tenant's argument that they were unfairly evicted. I find the Tenant failed to successfully arrange for rent payments while they were out of the country and failed to demonstrate any attempt to pay rent on August 1, 2025. I find the Tenant is responsible for their choice to comply with the 10 Day Notice.

Under Policy Guideline 3, if a landlord issues a notice to end the tenancy for non-payment of rent, they are entitled to recover rent for the month of the notice and the month following the notice. That is because a notice given by the tenant mid-month would not end the tenancy until the end of the subsequent month.

Therefore, I grant a monetary award to the Landlord for unpaid rent for August and September 2025 under section 67 of the Act in the amount of **\$2,770.00**.

Is the Landlord entitled to a monetary order for damage to the rental unit under sections 32 and 67 of the Act?

Under Policy Guideline 16 regarding compensation for damage or loss, to determine whether compensation is due, the arbitrator may determine whether:

- a party to the tenancy agreement has failed to comply with the Act, regulation or tenancy agreement.
- loss or damage has resulted from this non-compliance.
- the party who suffered the damage or loss can prove the amount of or value of the damage or loss; and
- the party who suffered the damage or loss has acted reasonably to minimize that damage or loss.

The landlord is responsible for painting the interior of the rental unit at reasonable intervals. Under Policy Guideline 40, the useful life of interior paint is 6 years. Given the age of the paint in the unit and the small area impacted by blue paint, I find the Landlord responsible for the painting costs. I decline to award compensation for this claim.

I find the Landlord has failed to establish a missing blind and closet door because they have not presented evidence that these items were present at the outset of the tenancy. I decline to award compensation for this claim.

Under section 37 of the Act, the Tenant is responsible to leave the unit reasonably clean at the end of the tenancy. I find the Tenant has not presented evidence that their agent cleaned the unit. I find it reasonable to award a cleaning fee of \$100.00 based on the photographs of the unit at the end of the tenancy.

On a balance of probabilities, I find the Landlord has established their claim for cleaning. I find the Landlord acted reasonably to minimize their losses and the costs claimed are proportionate to the damages shown in their evidence.

Therefore, I grant a monetary award to the Landlord for compensation under section 67 of the Act in the amount of **\$100.00**.

Who is entitled to retain the security deposit?

I find the Landlord accelerated the end of the tenancy by issuing the 10 Day Notice. The Landlord should have been aware that the Tenant's agent removed the Tenant's belongings by August 13, 2025. Based on the emails in evidence, the Landlord received the forwarding address on August 14, 2025, and apparently inspected the unit on August 15, 2025, and found it abandoned.

Therefore, I find the end of the tenancy was confirmed by the Landlord on August 15, 2025, and they had until August 30, 2025, to apply to retain the deposit towards unpaid rent. The Landlord's application was not filed until October 6, 2025.

Since the Landlord failed to apply by August 30, 2025, I find the value of the deposit must be doubled under section 38 of the Act.

Under Policy Guideline 17, the Landlord may retain the value of double the deposit plus interest in partial satisfaction of their claim under section 72 of the Act. The Landlord is granted a monetary order for the remaining balance owing.

Is the Landlord entitled to recover their filing fee?

As the Landlord was partly successful in their application, I find they are entitled to recover the **\$100.00** filing fee under section 72 of the Act.

Summary

I grant a monetary order of \$1,747.13 to the Landlord, calculated as follows:

Monetary Award	Amount Granted
unpaid rent granted to the Landlord under section 67 of the Act	\$2,770.00
compensation for cleaning granted to the Landlord under section 37 of the Act	\$100.00

Authorization to retain the double the security deposit, plus interest, under section 72	-\$1,222.87
Recovery of the filing fee under section 72 of the Act	\$100.00
Monetary Order to the Landlord under section 67 of the Act	\$1,747.13

Conclusion

Under section 64.2 of the Act, I make the following orders:

- The Tenant will provide three days' notice by email to LL and JE to collect their items from storage by December 31, 2025.
- After December 31, 2025, the Landlord may dispose of any of the Tenant's remaining items at the Landlord's own cost. The Landlord will not charge a fee for storing the Tenant's items to December 31, 2025.

The remainder of the Tenant's application is dismissed, without leave to reapply.

Under section 72 of the Act, I order the Landlord to retain the Tenant's security deposit plus interest in partial satisfaction of their claims.

I grant the Landlord a Monetary Order in the amount of **\$1,747.13** on the above terms. The Landlord must serve **this Order** as soon as possible as part of the enforcement process. Should the Tenant 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 27, 2025

Residential Tenancy Branch