



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Municipal Affairs

## **DECISION**

**Dispute Codes** Landlord: MNRL-S, MNDL-S, LRSD, FFL  
Tenant: MNSDS-DR

### **Introduction**

This hearing dealt with the Landlord's Application under the *Residential Tenancy Act* (Act) for:

1. A Monetary Order to recover money for unpaid rent – holding security deposit under sections 26, 38, 46 and 67 of the Act;
2. A Monetary Order for the Tenant to pay to repair the damage that they, their pets or their guests caused during their tenancy – holding security deposit under sections 38 and 67 of the Act; and,
3. Recovery of the application filing fee under section 72 of the Act.

This hearing also dealt with the Tenant's cross Application under the Act for:

1. An Order for the return of part or all of the security deposit under section 38 of the Act.

Landlord RA attended the hearing for the Landlord.

Support NK attended the hearing for the Tenant.

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

The Landlord said they served their Proceeding Package to the Tenant by registered mail on August 19, 2025. Support NK confirmed receipt of the Landlord's Proceeding Package although they said they were unable to pick up the package because their

partner was not available to sign for it. I find the Tenant was sufficiently served with the Landlord's Proceeding Package on August 24, 2025 in accordance with section 71(2)(b) of the Act.

The Tenant made their own dispute resolution application and served their Proceeding Package on the Landlord by registered mail on September 6, 2025. The Landlord confirmed its receipt. I find the Landlord was deemed served with the Tenant's Proceeding Package on September 11, 2025 in accordance with sections 89(1)(c) and 90(a) of the Act.

## **Issues to be Decided**

Landlord's application:

1. Is the Landlord entitled to a Monetary Order to recover money for unpaid rent – holding security deposit?
2. Is the Landlord entitled to a Monetary Order for the Tenant to pay to repair the damage that they, their pets or their guests caused during their tenancy – holding security deposit?
3. Is the Landlord entitled to recovery of the application filing fee?

Tenant's application:

1. Is the Tenant entitled to an Order for the return of part or all of the security deposit?

## **Background and Evidence**

I reviewed all written and oral evidence and submissions presented to me; however, only the evidence and submissions relevant to the issues and findings in this matter are described in this decision.

The parties agreed the periodic tenancy began on July 1, 2025. Monthly rent is \$1,800.00 payable on the first day of each month. A security deposit of \$900.00 was collected at the start of the tenancy and is still held by the Landlord.

The parties agree that:

- the tenancy end date was either July 31, 2025 or August 1, 2025;

- the Tenant provided their forwarding address to the Landlord in writing in the middle of August 2025 on their doorstep said the Landlord, and on August 7, 2025 said the Tenant where they left it on the Landlord's doorstep;
- the Landlord did not have a monetary order against the Tenant at the end of the tenancy;
- the Tenant did not agree in writing at the end of the tenancy that the Landlord could keep some or all of the security deposit; and,
- neither a move-in condition inspection nor a move-out condition inspection was completed by the parties.

The Landlord applied to claim against the Tenant's security deposit on August 18, 2025. The Landlord seeks the following compensation:

**Unpaid rent for August 2025:**

The Landlord said that the Tenant moved into the rental unit on July 1, 2025, and on July 2, 2025, the Tenant told the Landlord that they would be moving out at the end of the month due to a pest issue. The Landlord claims one month's rent for the short notice to end tenancy by the Tenant.

NK said they gave notice on the second day of their tenancy. The Tenant pointed to their evidence demonstrating that the cleanliness of the house was not satisfactory, plus there was a mouse problem.

**Repairs and cleaning:**

Neither a move-in nor move-out condition inspection were completed between the parties.

The Landlord said the Tenant damaged the blinds in the rental unit. The strings that operate the blinds were so knotted up that they were not operating. The Landlord said that the Tenants put up bedsheets to cover the kitchen and laundry room windows. The Landlord said they buy these blinds all the time, and they cost \$70.00 per blind. The Landlord seeks compensation to cover two sets of blinds.

The Landlord said that the Tenant left the rental unit dirty. The fridge and stove were dirty, and the Tenant left food behind. The Tenant did not clean the washroom toilet and tub. The Landlord said they cleaned the rental unit themselves, and they are seeking \$160.00 for cleaning.

NK said they told the Landlord about the non-functioning blinds. The Landlord's sister came in to assist with the damaged blinds. The Landlord's sister put up the bedsheets when they could not get the blinds to work.

NK said they asked if the rental unit had a mouse problem. NK testified that they cleaned the rental unit as the suite was not cleaned prior to their move-in. NK said there were mouse droppings all over the basement suite. They said the prior tenant complained about the mouse problem in the rental unit as well.

## **Analysis**

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

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

Section 26 of the Act states that a tenant must pay rent to the landlord, regardless of whether the landlord complies with the Act, regulations or tenancy agreement, unless the tenant has a right to deduct all or a portion of rent under the Act.

The 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 under section 45(1) of the Act.

In a periodic tenancy, the Tenant must provide one month's notice which must be received by the Landlord before the day in the month that rent is due. The Tenant gave their notice on July 2, 2025 as confirmed by both parties. The Tenant vacated at the end of July and did not pay August's rent.

I find that the Landlord is entitled to rent for the full month of August. Therefore, under section 67 of the Act, I find the Landlord has substantiated their claim for August's rent totaling **\$1,800.00**.

**Is the Landlord entitled to a Monetary Order for damage to the rental unit or common areas?**

Section 32(3) of the Act states that a tenant must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

Sections 23 and 35 of the Act establishes that, at the beginning and end of the tenancy, a landlord must inspect the condition of the rental unit with the tenant, the landlord must complete a condition inspection report with both the landlord and the tenant signing the condition report.

Section 37(2) of the Act states that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

Under section 67 of the Act, when a party makes a claim for damage or loss, the burden of proof lies with the applicant to establish the claim. In this case, to prove a loss, the landlord must satisfy the following four elements on a balance of probabilities:

1. Proof that a party failed to comply with the Act, regulation or tenancy agreement;
2. Proof that the damage or loss occurred due to a party's non-compliance with the Act, Regulation or tenancy agreement;
3. Proof of the actual amount required to compensate for the claimed loss or to repair the damage; and,
4. Proof that the landlord followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

The parties did not participate in a move-in or move-out condition inspection of the rental unit. I find, due to this missed requirement under sections 24 and 36 of the Act, the Landlord has not proven that the Tenant failed to comply with the Act, regulation or tenancy agreement.

The Landlord also did not upload proof of the actual amount to replace the broken blinds or to clean the rental unit. I find the Landlord has not established a claim for compensation for repairs or cleaning of the rental unit. This part of the Landlord's application is dismissed without leave to re-apply.

**Is the Tenant entitled to a Monetary Order for the return of all or a portion of their security deposit OR is the Landlord entitled to retain the security deposit?**

Section 38 of the Act sets out the obligations of a landlord in relation to a security deposit held at the end of a tenancy.

Section 38(1) requires a landlord to return the security deposit in full or file a claim with the Residential Tenancy Branch (RTB) against it within 15 days of the later of the end of the tenancy or the date the landlord receives the tenant's forwarding address in writing.

It is not necessary to determine whether the Landlord extinguished their rights in relation to the security deposit under sections 24 or 36 of the Act because extinguishment only relates to claims for damage to the rental unit and the Landlord has claimed for unpaid rent.

I accept the testimonies of the parties and based on this, as well as the documentary evidence submitted, I find the following:

- The tenancy ended on July 31, 2025.
- The Tenant's forwarding address was provided to the Landlord in writing and the Landlord is in deemed receipt of the forwarding address on August 10, 2025.

August 10, 2025 is the relevant date for the purposes of section 38(1) of the Act. The Landlord had 15 days from August 10, 2025 to repay the security deposit in full or file a claim with the RTB against the security deposit.

The Landlord applied on August 18, 2025 to claim against the security deposit, therefore, I find this application was made on time and the Landlord complied with section 38(1) of the Act.

In accordance with the offsetting provisions of section 72 of the Act, I order the Landlord to retain the Tenant's security deposit of \$900.00 plus interest of \$3.23 in partial satisfaction of the monetary claim.

The Tenant's application for the return of the security deposit is dismissed without leave to re-apply.

**Is the Landlord entitled to recover the application filing fee?**

Having been partially successful, I find the Landlord is entitled to recover the **\$100.00** application filing fee paid to start this application, which I order may be deducted from the security deposit held under section 72(2)(b) of the Act.

The Landlord is issued a Monetary Order in the amount of \$996.77 (\$1,800.00 + \$100.00 – \$903.23).

## **Conclusion**

I grant the Landlord a Monetary Order in the amount of **\$996.77**, and the Tenant must be served with this Order as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court of British Columbia and enforced as an Order of that Court.

The Tenant's application is dismissed.

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: November 03, 2025

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Residential Tenancy Branch