



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

DECISION

Dispute Codes MNRL, MNDL, MNDCL, FFL, OFT

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 67; and
- authorization to recover the filing fee for its application from the tenant, pursuant to section 72.

This hearing also dealt with the tenant's cross-application pursuant to the *Act* for:

- an order that the tenancy has ended due to a frustrated tenancy agreement pursuant to section 45 of the *Act*.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, and to call witnesses. The Tenant acknowledged receipt of evidence submitted by the Landlord. The Tenant did not submit any documentary evidence for this hearing. I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, **I refer to only the relevant facts and issues in this decision.**

Preliminary Issue – Tenants Application

DS testified that she did not serve the Landlord her Notice of Hearing package or Application, accordingly; I dismiss the Tenant's application in its entirety.

Issue to be Decided

Is the landlord entitled to a monetary award for unpaid rent?

Is the landlord entitled to a monetary award for damage arising out of this tenancy?

Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

CT testified that the tenancy began on March 8, 2025 with a monthly rent of \$1,150.00 due on the 7th of each month. CT testified that the Tenant paid a security deposit of \$575.00 and a pet deposit of \$575.00. CT testified that the pet deposit was returned to the Tenant and that \$286.13 of the security deposit was used to repair a window that both parties agreed to leaving \$288.87 of the security deposit. The Tenant rented a room in this property.

CT testified that the tenancy ended on August 31, 2025, pursuant to an order of an Arbitrator from the Branch. CT testified that the Tenant didn't pay the August rent. CT testified that she was unable to rent the room for September due to the poor condition. CT testified that the Tenant left the room she rented damaged and dirty. CT testified that she paid a contractor to make repairs to the floor and walls and to repaint the room for a cost of \$2,415.00. CT requests August and September rent, the repair costs and the recovery of the filing fee for a total claim of \$4,815.00.

AW testified that the Tenants repainted the room before moving out. AW testified that it wasn't a perfect job but they did a good job and left the room in a clean and rentable condition. DS testified that she did not pay the August rent but doesn't think she should have to pay for September as the Landlord could have found a new tenant. AB testified that CT's mother was at the move out inspection and she stated that there were no issues.

Analysis

Section 67 of the *Act* establishes 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. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has

been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. In this case, the onus is on the landlord to prove on the balance of probabilities that the tenant caused the damage and that it was beyond reasonable wear and tear that could be expected for a rental unit of this age.

Firstly, I address the damages and cleaning claim of \$2,415.00. The Landlord did not conduct a move in condition inspection report in writing at move in. In addition, she had her mother attend the move out inspection were nothing was noted on the form. Without the condition inspection report or any other supporting documentation, I am unable to ascertain the changes from the start of tenancy to the end of tenancy, if any. The landlord has not provided sufficient evidence to support this portion of his claim and I therefore dismiss this portion of their application.

DS confirmed that she did not pay the rent for August. Although the Tenant submits that she left seven days before the next rent due date, I find that the Landlord is entitled to the \$1,150.00 rent for the whole month of August. As noted above, the Landlord was unable to prove their claim that the Tenant left the unit in a condition that was unrentable and therefore their claim for September's loss of revenue is dismissed without leave to reapply.

As the Landlord has been successful in this application, she is entitled to the recovery of the \$100.00 filing fee.

Applying section 72 of the Act, I order that the Landlord retain the \$288.87 security deposit and the accrued interest of \$1.82 in partial satisfaction of the claim.

Conclusion

The landlord has established a claim for \$1,250.00. I order that the landlord retain the \$288.87 deposit and interest of \$1.82 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$959.31. This order may be filed in the Small Claims Court and enforced as an order of that Court.

The Tenants application is dismissed in its entirety 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 *Residential Tenancy Act*.

Dated: November 04, 2025

Residential Tenancy Branch