

DECISION

Introduction

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

- 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
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

This hearing dealt with the Tenant's 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

Both parties attended the hearing.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

Both parties acknowledged receipt of the Proceeding Package and other parties' evidence.

The Tenant submitted that the Landlord served a portion of their evidence via email the morning of the hearing. The Landlord advised that it was in response to the Tenant's evidence. The Tenant was provided the opportunity to request additional time to review the late evidence, however declined the need to do so.

In accordance with the discretion afforded to me by section 71 of the Act I find that the parties were sufficiently served both the Proceeding Package and evidence for the purposes of the Act.

Issues to be Decided

Is the Tenant entitled to a Monetary Order for the return of all or a portion of their security deposit?

Is either party entitled to recover the filing fee for this application from the Landlord?

Is the Landlord entitled to a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement?

Background and Evidence

I have reviewed all of the evidence before me, including the testimony of both parties. I refer in this decision only to the evidence I find relevant to the issues to be determined. The evidence establishes that the tenancy commenced on December 15, 2023.

Monthly rent was \$2,369.00, due on the first day of each month. The Tenant paid a security deposit of \$1,150.00 at the start of the tenancy. The tenancy was month-to-month.

On July 31, 2025, the Tenant sent the Landlord a text message indicating her intention to end the tenancy, stating: "I just wanted to officially give my notice and let you know I finalized a new lease today." On August 2, 2025, the Tenant sent the Landlord a formal written Notice to End Tenancy by email, confirming her move-out date as August 31, 2025.

On August 30, 2025, the Landlord filed an application seeking compensation for rental income losses. The Landlord submitted that the Tenant's initial text message was unclear and incomplete, and required clarification to be accepted. The Landlord further submitted that the security deposit was not withheld intentionally. According to the Landlord, the Tenant's forwarding address in writing was not received until September 21, 2025, and the deposit, with interest, was returned on October 4, 2025, after the address was confirmed.

The Landlord stated that she first advertised the rental unit on August 5, 2025, on Craigslist and Facebook Marketplace. Initially, the unit was listed at the same rental rate of \$2,369.00. The asking rent was later reduced to \$1,850.00 to increase interest. The Landlord offered the unit to two prospective tenants; however, both arrangements ultimately fell through.

The Tenant submitted that she provided notice on July 31, 2025, by text message, and clarified the notice on August 2, 2025, by email. While acknowledging that the initial notice lacked certain details, the Tenant asserted that any deficiencies were corrected promptly. The Tenant argued that the Landlord did not make reasonable efforts to re-rent the unit, noting a delay in advertising and the initial decision to maintain a high rental rate despite market conditions. According to the Tenant, the Landlord appeared more focused on securing a high rent than on mitigating losses through timely re-rental.

Regarding the security deposit, the Landlord stated that the Tenant's forwarding address was received on September 21, 2025, and that the deposit was returned on October 5, 2025. The Tenant submitted that she brought the forwarding address form to the move-out inspection, but it was neither completed nor retained by the Landlord. The Tenant further asserted that the Landlord was aware of her new address and had her email address available for e-transfer.

Analysis

Is the Tenant entitled to a Monetary Order for the return of all or a portion of their security deposit?

Section 38(4) of the Residential Tenancy Act (the "Act") provides that unless a landlord has the tenant's written agreement to retain all or part of the security deposit, the landlord must comply with section 38(1). Under section 38(1), a landlord must, within 15 days of the later of:

- (a) the end of the tenancy, or
- (b) the date the landlord receives the tenant's forwarding address in writing, either return the security deposit (with interest) or file an application for dispute resolution to claim against it.

Section 38(6) imposes a mandatory penalty. If the landlord fails to take one of these actions within the required 15-day period, the landlord must pay the tenant double the amount of the security deposit.

Section 90 of the Act sets out the deeming provisions for service and receipt of documents. Under section 90, a document sent by email is deemed received on the third day after the email is sent, unless evidence shows otherwise. This deeming provision applies when determining the date on which a landlord is considered to have received a tenant's forwarding address in writing for the purposes of section 38(1).

The Landlord submits that the Tenant's forwarding address was provided in an email sent on September 17, 2025. Applying section 90, and in the absence of evidence to the contrary, I deem the forwarding address received no earlier than September 20, 2025 (the third day after it was sent).

The Landlord returned the Tenant's security deposit on October 4, 2025. This is within 15 days of September 20, 2025, meaning the Landlord complied with the requirements of section 38(1). As a result, the penalty provision in section 38(6) is not triggered.

Accordingly, I find that the Tenant is not entitled to double the security deposit under section 38 of the Act. The Tenant's application is dismissed, without leave to reapply.

Is the Landlord entitled to a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement?

Section 45 of the Residential Tenancy Act (the “Act”) provides that a tenant may end a tenancy by giving the landlord written notice effective on a date not earlier than one month after the date the landlord receives the notice, and that date must be the day before the day in the month on which rent is payable. The Act also requires that such notice must comply with section 52.

Section 52 of the Act specifies that, to be effective, a tenant’s notice to end tenancy **must:**

- (a) be in writing, signed, and dated;
- (b) include the address of the rental unit;
- (c) state the effective date of the notice; and
- (d) except for a notice under section 45(1) or (2), state the grounds for ending the tenancy.

The Tenant’s text message of July 31, 2025, did not comply with any of the requirements set out in section 52, and therefore cannot be considered an effective notice to end the tenancy.

The Tenant subsequently sent an email on August 2, 2025, that included sufficient information for the Landlord to acknowledge as notice. As such, applying section 45, the earliest possible lawful end date of the tenancy would be September 30, 2025. The Tenant is therefore responsible for rent for the month of September 2025.

To be awarded compensation for breach of the Act, a landlord must establish that:

- the tenant failed to comply with the Act, regulations, or tenancy agreement;
- the landlord suffered damage or loss as a result;
- the amount of the damage or loss; and
- the landlord took reasonable steps to mitigate the loss.

Section 7 of the Act requires a party who does not comply with the Act, regulations, or tenancy agreement to compensate the other party for resulting damage or loss. Subsection 7(2) further requires the party seeking compensation to take reasonable steps to minimize the damage or loss.

I am satisfied, based on the evidence, that the Landlord took reasonable steps to mitigate losses. The Landlord advertised the rental unit in a timely manner and subsequently reduced the asking rent to increase market interest.

Based on the above, I find that the Landlord is entitled to compensation for rental income loss for September 2025 in the amount of \$2,369.00.

Section 67 of the Act provides that where damage or loss results from a tenancy, an arbitrator may determine the amount and order the party responsible to pay compensation. Accordingly, I find the Landlord is entitled to a Monetary Order in the amount of \$2,369.00, pursuant to section 67 of the Act.

Is either party entitled to recover the filing fee for this application from the Landlord?

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

Conclusion

I **order** the Tenant’s application dismissed, in full, without leave to reapply.

I grant the Landlord a Monetary Order in the amount of \$2,469.00 under the following terms:

Monetary Issue	Granted Amount
a Monetary Order for money owed or compensation for damage or loss under section 67 the Act, regulation or tenancy agreement	\$2,369.00
authorization to recover the filing fee for this application from the Landlord under section 72 of the Act	\$100.00
Total Amount	\$2469.00

The Landlord is provided with this Order in the above terms 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 and enforced in the Provincial Court of British Columbia (Small Claims Court) if equal to or less than \$35,000.00. Monetary Orders that are more than \$35,000.00 must be filed and enforced in the Supreme Court of British Columbia.

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 18, 2025

Residential Tenancy Branch