

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 unpaid rent under section 67 of the Act
- a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

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

Landlord N.B. attended the hearing for the Landlord. Tenant M.R. attended the hearing for the Tenant.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

I find that the Landlord(s) acknowledged service of the Proceeding Package and are duly served in accordance with the Act.

I find that the Tenant(s) acknowledged service of the Proceeding Package and are duly served in accordance with the Act.

Service of Evidence

Based on the submissions before me, I find that the Landlord's evidence was served to the Tenant in accordance with section 88 of the Act.

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Issues to be Decided

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

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

Is the Tenant entitled to a Monetary Order for compensation for damage or loss under the Act?

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

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

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Facts and Analysis

I have reviewed all evidence, including the testimony of the parties, but will refer only to what I find relevant for my decision.

Both parties agree that the Tenant vacated on August 31, 2025, and the Landlord has been provided the Tenant's forwarding address but still retains the entirety of the security deposit.

The provided copy of the RTB-1 Tenancy Agreement shows a \$2400.00 monthly rent due on the first day of each month with a \$1300.00 security deposit. The tenancy is for a fixed term starting on September 1, 2024, and ending on August 31, 2024. It indicates that, at the end of fixed term, the Tenant must vacate rental unit. I note that no reason is provided, and this condition is not initialed by either party. The Landlord affirms that, when completing the tenancy agreement, she erroneously indicated the Tenant must vacate the rental unit at the end of fixed term.

Both parties agree that the Tenant gave the Landlord verbal notice of their intent to vacate rental unit on August 31, 2025, more than a month before their stated vacate date. The Landlord confirmed that, when the Tenant told them of their intent to vacate, they believed the Tenant was acting in good faith and was intending to vacate the rental unit.

The Tenant affirms they vacated the rental unit because they believed the tenancy, per the tenancy agreement, must end on the end date of the fixed term.

I find that the Landlord erred by including the clause in the tenancy agreement that required the Tenant to vacate at the end of the fixed term without providing a valid reason under section 13.1 of the Regulations and without obtaining initials from both parties. I find this error is the Landlord's error in drafting the tenancy agreement, an error for which they alone must bear the consequences. I find the Tenant did not err in relying on the clause when vacating the rental unit at the end of the fixed term.

Notwithstanding my above finding, although the Tenant did not provide written notice to end the tenancy, because the Landlord affirms that she believed the Tenant's verbal notice and therefore expected her to vacate at the end of the fixed term, I find that the Tenant's verbal notice, while not in writing, was, under section 71(2)(b), sufficiently served for the purposes of the Act and complied with the timing requirements of section 45 of the Act.

I find the tenancy ended, in accordance with the Act, on August 31, 2025.

The Landlord confirms she did not attempt to complete a move in condition inspection, and no corresponding report was provided. Both parties further agree that a move out condition inspection report was not completed.

Although the parties present different versions of events surrounding the move out condition inspection and why it, and the corresponding report, were not completed, I find it to be irrelevant as I find that the Landlord, per section 24(2) of the Act, extinguished their right to claim against said security deposit for damage when they did not complete the move in condition inspection and the corresponding report.

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

The Landlord is requesting \$1200.00 from the Tenant. The Landlord clarified in the hearing that she is seeking compensation, not for unpaid rent, but rather for loss of rental income for September 2025, because she alleges the Tenant was not cooperative in the showing of the rental unit to potential new occupants during August 2025.

Section 26(1) of the Act states a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

Policy Guideline (PG) 3 clarifies that the tenant is not liable to pay rent after a tenancy agreement has ended. As such the Tenant is not liable for rent after August 2025, the last month of the tenancy, and both parties agree that rent was paid in full up to, and including, August 2025.

Loss of rental income is not unpaid rent, therefore, and as the Landlord confirms they are not seeking unpaid rent and both parties agree that no unpaid rent exists, the Landlord's request for a monetary order for unpaid rent under section 67 of the Act is dismissed without leave to reapply. I make no finding regarding loss of rental income after the tenancy ended.

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

The Landlord requests \$350.00 because of an alleged broken chest of drawers, a missing television, missing paintings and missing decorations. I note that missing objects is not damage.

The Landlord provided photograph that she affirms are of the missing objects.

The Tenant affirms the chest of drawers was broken when she moved in. She further denies removing, or damaging, a television, paintings, or any other decorations.

Based on the evidence before me, I find the Landlord has provided insufficient evidence that the Tenant is responsible for the alleged damage or missing objects. As such, I dismiss, without leave to reapply, the Landlord's application for a monetary order for damage to the rental unit or common areas under sections 32 and 67 of the Act

Is the Tenant entitled to a Monetary Order for compensation for damage or loss under the Act?

To be awarded compensation for a breach of the Act, the tenant must prove:

- the landlord 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 tenant acted reasonably to minimize that damage or loss

The Tenant affirms seeking \$500.00 in compensation because, during August 2025, the Landlord, approximately four or five times, requested to show the rental unit with less than 24 hours notice, and occasionally canceled scheduled viewings. The Tenant affirms that these disruptions interfered with their quiet enjoyment of the premises, particularly at a time when their son and grandson were recovering from illness and had recently been discharged from the hospital.

Section 29(1)(a) of the Act states that a landlord may enter a rental unit if the tenant gives permission at the time of the entry. As such, I find the Landlord did not contravene the Act, regulation or tenancy agreement, when asking to show the rental unit with less than 24 hours notice. Furthermore, I find this happening at the frequency the Tenant described to not be an undue violation of the Tenant's quiet enjoyment.

For the reasons above, the Tenant's application for a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act is dismissed without leave to reapply.

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

As the Landlord has failed in their application for unpaid rent, extinguished their right to claim against the security deposit for damages, and both parties agree that the Landlord

has been provided the Tenant's forwarding address, I find the Tenant is entitled to a Monetary Order, under sections 38 and 67 of the Act, for the return of the entirety of their security deposit, \$1300.00, plus \$22.22 of interest, a total amount of **\$1322.22**.

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

As the Landlord was not successful in their application, the Landlord's application for authorization to recover the filing fee for this application from the Landlord under section 72 of the Act is dismissed, without leave to reapply.

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

Although, under section 72 of the Act, I may order payment or repayment of a fee under section 59 (2) (c), I decline to do so. The Tenant's application for authorization to recover the filing fee for this application from the Landlord under section 72 of the Act is dismissed, without leave to reapply.

Conclusion

I grant the Tenant a Monetary Order in the amount of **\$1322.22** under the following terms:

Monetary Issue	Granted Amount
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	\$1322.22
Total Amount	\$1322.22

The Tenant is provided with this Order in the above terms and the Landlord(s) must be served with **this Order** as soon as possible. Should the Landlord(s) 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: November 6, 2025

Residential Tenancy Branch