Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

DECISION

Dispute Codes MNDCT, FFT / MNSDS-DR, FFT / MNDL-S, MNDCL, LRSD, FFL

Introduction

The hearing was convened following Applications for Dispute Resolution (the Applications) from both parties under the *Residential Tenancy Act* (the Act), which were crossed to be heard simultaneously.

Under their first Application, submitted on September 1, 2025, the Tenants seek:

- Compensation of $2,328.61 for damage or loss under the Act, the *Residential Tenancy Regulation* (the Regulation) or tenancy agreement under section 67 of the Act.

Under their second Application, submitted on September 22, 2025, the Tenants seek:

- The return of their security deposit under section 38 of the Act.

Under their Application, submitted on September 10, 2025, Landlord seeks:

- Compensation of $1,023.75 for damage to the rental unit under sections 32 and 67 of the Act;
- Compensation of $4,347.00 for damage or loss under the Act, the Regulation, or tenancy agreement under section 67 of the Act; and
- To retain the Tenants' security deposit under section 38 of the Act;

In each case, the Applicants also seek to recover the filing fee from the other under section 72(1) of the Act.

Parties attended the hearing for both the Landlords and the Tenants. Words using the singular shall also include the plural and vice versa where the context requires.

Service of Notice of Dispute Resolution Proceeding and Evidence

The parties confirmed receipt of the Notice of Dispute Resolution Proceeding Packages for all three Applications dealt with at the hearing, as well as other's evidence. No issues with service were raised. Given this, I find that these records were served as required under sections 88 and 89 of the Act.

Preliminary Issue – Amendment

I amended the Tenants' Applications to remove their minor children who had been listed as parties to their disputes.

Issues to be Decided

- Are either party entitled to the requested compensation?
- Are the Tenants entitled to the return of their security deposit, or are the Landlords entitled to retain it?
- Can either party recover the filing fees for their Applications?

Background and Evidence

The parties were given an opportunity to present evidence and make submissions. I have reviewed all written and oral evidence provided to me by the parties, however, only the evidence relevant to the issues in dispute will be referenced in this Decision.

Evidence was provided indicating the following regarding the tenancy:

- The tenancy began on December 1, 2022 for a fixed term ending on May 31, 2024 and continued on a month-to-month basis after that.
- Rent was initially $4,200.00 per month due on the first day of the month.
- There was one rent increase implemented during the tenancy which took rent to $4,347.00 per month from September 1, 2024.
- A security deposit of $2,100.00 was paid by the Tenants which the Landlords still hold.

- There is a written tenancy agreement, a copy of which was entered into evidence.
- The Tenants vacated the rental unit on August 31, 2025.
- The Tenants participated in the inspections of the rental unit at both the start and end of the tenancy and provided their forwarding address in writing to the Landlord on August 31, 2025 on the end of tenancy condition inspection report.

The Tenants' claims

On July 6, 2025, the Tenants emailed the Landlord advising they would be vacating the rental unit on August 7. Two days later the Landlord replied, indicating that the Tenants would be responsible for rent for the whole of August. After this, the Tenants attempted to contact the Landlord by telephone without success, though by this time the Tenants had changed their plans and indicated to the Landlord via email that they intended on continuing the tenancy instead. The Landlord accepted this, though asked if the Tenants planned on leaving in the future.

Detecting a change in the relationship, the Tenants again made plans to vacate the rental unit and provided notice to the Landlord via email on July 29, 2025 where they indicated they would leave by August 31. The Landlord replied on August 3 and began arranging open houses for prospective tenants, the first one being on August 6. Further notices were received for nine other dates in August for viewings lasting up to three or four hours at a time.

The Tenants were present for one showing of the rental unit to prospective tenants on August 6, 2025 and no others, so they were unsure if the other nine mentioned by the Landlords went ahead. The Tenants seek $2,100.00 - half a month's rent - in compensation for the requests for access they received and argued the Landlords were abusing their right under section 29 of the Act as the frequency and duration of the showings was excessive. From the Tenants' perspective, this abuse led to a reduction in their quiet enjoyment of the rental unit as they were concerned about their valuable personal items being put at risk.

The Tenants also claim an undefined amount of compensation for what they characterized as mental torture for receiving four text messages from the Landlord in the small hours of the morning where they were asked about possible viewings of the rental unit. The Tenants took the position that the Landlords knew they worked until late

hours with a long commute so would have been trying to sleep at that time, and that they could not mute notifications in case of emergency.

The Tenants also seek compensation relating to a maintenance issue in the rental unit. In mid-August 2025, the opening mechanism of the garage door stopped working properly and when activated, the door only opened partially. The matter was reported to the Landlord via email on August 20, 2025. The Landlord said they would look into the issue and asked the Tenants not to manually lift the door in case further damage was done. The issue was not fixed by the end of the tenancy and as a result, the Tenants' movers requested a bigger tip since they had to use the side door to the property instead of the garage door at the front.

The Landlords' response

Regarding the notices of entry, the Landlords indicated they were trying to work with the Tenants to come to an agreed viewing schedule. A viewing on August 6, 2025 was done with the Tenants' agreement and in their presence, but when consent for further viewings was not forthcoming, they posted three notices for entry, seeking feedback on which ones would work for the Tenants. One notice put forward 6 different times, though the Landlords affirmed that the only other entries aside from August 6 were on August 22 and 24.

The Landlords disputed the notion they disturbed the Tenants through text messages. They took the position that the Tenants had sent a text message to them at around 11:00 PM the previous day and they were trying to resolve the issue of access to the rental unit and keep communications open by replying the next day when they awoke themselves.

The Landlord acknowledged receipt of the Tenants' email regarding the garage door and indicated they replied within 20 minutes. They asked for details of the problem so they could pass this on to the repair company, though the Tenants did not reply. The Landlord attended the rental unit, assessed the fault themselves, and arranged for it to be fixed, though this was after the tenancy ended at the end of the month.

The Landlord's claims

By the end of the tenancy, paint on the kitchen cabinets had bubbled and drawers had scratches on them. The Landlords affirmed they were pristine at the start of the tenancy.

Elsewhere in the rental unit, holes in the wall had been patched by the Tenants, but not sanded or repainted. A weather strip had been installed on a door by the Tenants in an effort to combat a mice issue at the start of the tenancy. The Landlord acknowledged they gave verbal permission for the strip to be installed, but affirmed that they specified it must be a strip that could slide off, not a screw-on one. As a result, the Landlord wishes to remove the strip, fill the holes and paint the door.

The Landlord provided an estimate for the amount claimed that encompasses the above-mentioned work, which has not been completed yet for budgetary reasons.

A condition inspection report was provided, which was not signed by either party at the start or the end of the tenancy. The Landlord indicated they were unsure why this was. An agent completed the end of tenancy report on behalf of the Landlord. Photographs of the rental unit were also submitted as evidence by the Landlord, which were taken during a viewing on August 24, 2025.

The Landlord also seeks to recover rent for September 2025. The Landlord did not dispute the timeline of events put forward by the Tenants regarding their two emails of July 6 and 29, 2025 concerning them vacating the rental unit. The Landlord affirmed that after receipt of the July 6 email, they posted the rental unit online and there was some interest, though when the Tenants said they would continue the tenancy they deleted the posting.

The Landlord testified that the Tenants' email of July 29, 2025 was received on August 3. Whilst there was no agreement in place between the parties for service of documents by email, the Landlord acknowledged receipt of the Tenants' notice nevertheless and raised on issues with service.

After receipt of the Tenants' July 29, 2025 email, the Landlord posted the rental unit online again and provided a record of a posting from August 3. Viewings for prospective tenants during the tenancy were consolidated to three days; August 6, 22 and 24. A tenant was not found in time to begin a tenancy from September 1. Ultimately, a new tenant was found, who started a tenancy from October 26, following a viewing on October 22. Based on the timing of the Tenants' notice, the Landlord seeks to recover rent due September 1 in the amount of $4,347.00.

The Tenants' response

From the Tenants' perspective, they cooked in the kitchen as normal and argued that the bubbling on the paintwork was due to the incorrect paint being used. They affirmed that the same cooking equipment and methods had been used for years in previous residences of theirs with no problems.

The Tenants argued that there was no obvious damage to the walls of the rental unit, rather, only reasonable wear and tear was seen. The Tenants acknowledged they installed the weather strip on a door at the start of the tenancy to deal with the mice issue, but this was done with verbal consent from the Landlord with no specifics about the type of strip that must be used. The Tenant affirmed the Landlord simply asked them to buy a strip from Home Depot and install it themselves.

The Tenants acknowledged the photographs of the rental unit provided by the Landlord were accurate and that they agreed with the contents of the start of tenancy condition inspection report, despite there being no signature to indicate this, but not the end of the tenancy report.

The Tenants argued that the Landlords' inability to find a new tenant to start a tenancy from September 1, 2025 was not due to their notice, but because there was a garden suite in the residential property that was not mentioned in the advertisements they saw online.

Analysis

Rule 6.6 of the Residential Tenancy Branch *Rules of Procedure* states that 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.

Are either party entitled to the requested compensation?

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 applicant must satisfy the following four elements on a balance of probabilities:

1. Proof that the damage or loss exists;

2. Proof that the damage or loss occurred due to the actions or neglect of the respondent in breach of 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 applicant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

I will address the claims raised by both parties in turn.

Tenants' claims for loss of quiet enjoyment, fault with garage door - $2,328.61

As set out in section 28 of the Act, a tenant is entitled to quiet enjoyment, including, but not limited to the rights to:

- Reasonable privacy;
- Freedom from unreasonable disturbance;
- Exclusive possession, subject to the landlord's right of entry under section 29 of the Act; and
- Use of common areas for reasonable and lawful purposes, free from significant interference.

As set out in Policy Guideline 6 - *Entitlement to Quiet Enjoyment*, a landlord is obligated to ensure that a tenant's entitlement to quiet enjoyment is protected. A breach of the entitlement to quiet enjoyment means substantial interference with the ordinary and lawful enjoyment of the premises. This includes situations in which the landlord has directly caused the interference, and situations in which the landlord was aware of an interference or unreasonable disturbance, but failed to take reasonable steps to correct these.

Temporary discomfort or inconvenience does not constitute a basis for a breach of the entitlement to quiet enjoyment. Frequent and ongoing interference or unreasonable disturbances may form a basis for a claim of a breach of the entitlement to quiet enjoyment. A landlord can be held responsible for the actions of other tenants if it can be established that the landlord was aware of a problem and failed to take reasonable steps to correct it.

Policy Guideline 6 also sets out that a breach of the entitlement to quiet enjoyment may form the basis for a claim for compensation. In determining the amount by which the

value of the tenancy has been reduced, the arbitrator will take into consideration the seriousness of the situation or the degree to which the tenant has been unable to use or has been deprived of the right to quiet enjoyment of the premises, and the length of time over which the situation has existed.

I find the four text messages sent by the Landlord to the Tenant, which are shown to have been received between 4:53 and 4:59 AM do no constitute a sufficiently serious or significant breach of the Tenants' rights under section 28 of the Act that would justify any compensation, even a nominal amount. I find it more likely than not that any disturbance would have been minimal and confined to a period of six minutes and would not amount to "mental torture" as the Tenants submitted. I make no order in the Tenants' favour here.

It was undisputed that one entry to the rental unit took place on August 6, 2025 with the permission of the Tenants. Records of written notices relating to other entries were provided as evidence by the Tenants. Across the records of notices of entry provided as evidence by the Tenants, there are at least ten entries throughout the month of August listed, though per the Landlords' oral evidence, only three entries took place.

Section 29 of the Act sets out that landlords must not enter a rental unit unless the tenant gives permission or written notice has been provided. If the latter takes place, the reason for entry must be provided, and it must be reasonable. As noted in Policy Guideline 7 - *Locks and Access*, if a landlord gives notes but the entry is not for a reasonable purpose, a tenant may deny access. Further, a "reasonable purpose" may lose its reasonableness if carried out too often.

In this case, I find the total amount of entries the Landlord gave notice for is unreasonable. Being the final month of the tenancy, I find it is foreseeable that the Landlords would be seeking prospective tenants and multiple showings would be expected and reasonable, but not ten. However, find it more likely than not that only three entries took place during the month, which would be reasonable in the circumstances. I accept the Landlords' oral evidence on this issue, which is supported by written communication between the parties where the Landlord confirms a viewing is cancelled. The Tenants also confirmed they were not present at any of the viewings, aside from the first one on August 6, 2025.

From, the above I do not find the total number of entries to the rental unit in the final month of the tenancy was unreasonable. Though the Tenants also took issue with the

duration of the entries set out on the notices, I do not find these unreasonable. When coordinating with third parties it is inevitable that a precise time is problematic to arrive at and stick to, so a window of at least a few hours is reasonable. Nothing before me indicated the duration of the viewings themselves were excessive, taking up or exceeding the entire timeframe on the notices, nor were there any tangible impacts of them aside from the Tenants' concerns about their valuable items, none of which appeared to have come to fruition. In these circumstances, I find the Tenants have failed to establish their claim and I am not prepared to issue any compensation under this claim.

From a review of the records of correspondence provided by the parties, I find the Landlord responded to the Tenant's report regarding the garage door on August 20, 2025 on the same evening. The Landlord is seen to request access to try and resolve the issue, but there is no reply. The Landlord is also seen to follow up on August 26 and ask if they would like a technician to attend so they can open the door as part of the move-out process, though there is no reply from the Tenants. In these circumstances, I find the Landlords were responsive to reports of maintenance issues, and I find no breach of the Landlords' obligation to repair and maintain set out under section 32 of the Act. I dismiss the Tenants' claim for compensation without leave to reapply, based on the above.

Landlords' claim for damage - $1,023.75

Section 32(3) of the Act states that a tenant must repair damage to the rental unit caused by the actions or neglect of the tenant, or a person permitted on the residential property by the tenant. Additionally, section 37(2) of the Act sets out that when a tenant vacates a rental unit, they must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear. Reasonable wear and tear refers to natural deterioration that occurs due to aging and other natural forces, where the tenant has used the premises in a reasonable fashion.

On the alleged damage to the paint finish on the kitchen cabinets, I find the Tenants' position here to be significantly more plausible and compelling than the Landlords. The evidence indicates the paint on the cabinet doors has bubbled, though there are no impact marks, nor was there any evidence from the Landlords' that suggested misuse from Tenants. On balance, I find the more likely source of the issues with the paint finish stem from improper priming or paint application and not a breach of sections 32 or 37 on the Tenants' part. I make no monetary award here.

Regarding the patching to the walls, I find a small number of nails holes were made sporadically on the walls of the rental unit during the tenancy. As noted in Policy Guideline 1 - *Landlord & Tenant – Responsibility for Residential Premises*, most tenants will put up pictures in their unit and landlords may impose rules as to how this can be done. From a review of the tenancy agreement and addendum, I find no record of any rules being put in place. I do not find the holes to be excessive in number and from part of the Tenants' reasonable use of the rental unit. I find the Landlords have failed to establish their claim here.

It was undisputed that the Landlord gave permission for the Tenants to install a weather strip to a door during the tenancy. I find insufficient evidence to indicate there were any stipulations regarding the installation and I found the Tenant to be a credible witness on this issue. I make no monetary award here.

The only element of the Landlords' claim that I find has been proven, is that relating to the cabinet and drawer next to the stove. The start of tenancy condition inspection report – which the Tenants confirmed their agreement with – records the cabinets as being in good condition. The end of tenancy photographs show notable scratches which appear to go through the paint surface in horizontal lines that are reasonably noticeable. I do not find this would occur through reasonable wear and tear, though it would not be absolutely necessary to repaint the cabinet because of this, though the aesthetic quality of it has been diminished. In these circumstances, I find nominal damages of $50.00 appropriate. The remainder of the Landlords' claim is dismissed without leave to reapply.

Landlords' claim for unpaid rent - $4,347.00

Section 26 of the Act requires tenants to pay rent on time whether or not the landlord complies with the Act, the Regulation, or the tenancy agreement unless they have a legal right to withhold some, or all, of the rent. A tenant's obligation to pay rent ends with the tenancy, though if a tenant ends a tenancy in breach of the Act, the landlord may claim compensation for loss of rent after the tenancy ends.

In this case, the tenancy was on a month-to-month basis when the Tenants provided notice to end tenancy. Section 45(1) of the Act states that a tenant may end a month-to-month tenancy by giving notice that is effective at least a month after the landlord receives the notice, and that takes affect on the last day of the month, or other period

rent is due.

It was undisputed that the Tenants' first notice to end tenancy, purporting to end the tenancy August 7, 2025 – which would have been effective August 31 to comply with section 45 of the Act, as set out above – was rescinded. The tenancy continued, though further notice was provided on July 29 by email.

Though the parties did not have an agreement to serve one another by email, the Landlord acknowledged receipt on August 3, 2025. I find insufficient evidence to indicate the Tenants' second notice to end tenancy was received earlier than this date. From this, I find it reasonable to make a finding under section 71(2)(c) of the Act that the Tenants' notice of July 29 was received by the Landlords on August 3. As an aside, even if the parties had an agreement to serve one another using email, the notice would have been deemed received on August 1, three days after sending per section 44 of the Regulation.

The above means that the Tenants' second notice was not sent in time to end the tenancy on August 31, 2025 as at least a month's notice is required under section 45 of the Act. The Tenants' notice would automatically correct to September 30, 2025 under section 53 of the Act. Therefore, the Tenants ended the tenancy with insufficient notice, though the Landlords were still obligated to mitigate any losses.

I find the Landlords advertised the rental unit online to source prospective tenants, and did so on the date the Tenants' notice was received – August 3, 2025 – as supported by the records of craigslist correspondence provided by the Landlords. Given the timing of the notice I find it would have been an uphill struggle for new tenants to be found in time to start a tenancy from September 1, though reasonable efforts were still made by the Landlords.

Based on the above, I find the Landlords have established their claim and I grant it in full. I issue the Landlords a payment order for $4,347.00 in respect of September 2025's rent.

Are the Tenants entitled to the return of their security deposit, or are the Landlords entitled to retain it?

Section 38(1) of the Act requires a landlord to either repay the security deposit to the tenant or make an application for dispute resolution claiming against the security

deposit within fifteen days of the tenancy ending and receiving the tenant's forwarding address in writing, which ever is later.

Section 38(6) of the Act states that if a landlord does not take either of the courses of action set out in section 38(1) of the Act, the landlord may not make a claim against the security deposit and must pay the tenant double the amount of the security deposit.

It was undisputed that the Tenants provided their forwarding address in writing to the Landlords on August 31, 2025, the same day the tenancy ended. The Landlords submitted their Application claiming against the security deposit on September 10. Given this, the Landlord has applied within the fifteen-day timeframe set out in section 38(1) of the Act.

For reasons unknown by either party, the condition inspection report was not signed by either party at the start or end of the tenancy. The onus is on the Landlords to ensure the report is completed as required under sections 23 and 35 of the Act and if they fail to do so, they have extinguished their right to claim for damages, though they still retain the right to claim for any other loss, such as unpaid rent. The definition of "security deposit" set out in section 1 of the Act makes it clear the deposit is held as security for any liability or obligation of the tenant respecting the residential property. The doubling provisions of section 38(6) of the Act do not apply in this case, though there was a pathway to them applying if the Landlords claimed for damage only.

As I have made a payment order in favour of the Landlords that exceeds the amount they hold, as outlined previously in this Decision, I authorize the Landlords to retain the Tenants' security deposit, plus interest, in partial satisfaction of the payment order under section 72(2)(b) of the Act. The Tenants' Application for the return of their security deposit is dismissed without leave to reapply.

Per section 4 of the Regulation, interest on security deposits is calculated at 4.5% below the prime lending rate. The amount of interest owing on the security deposit was calculated as $118.07 using the Residential Tenancy Branch interest calculator using today's date.

Can either party recover the filing fees for their Applications?

As the Tenants were unsuccessful in both of their Applications, they must bear the cost of the filing fees. As the Landlords were largely successful in their Application, I find

they are entitled to recover the filing fee from the Tenants under section 72(1) of the Act.

Conclusion

The Tenants' Applications are dismissed without leave to reapply. The Landlord's Application is granted in part.

The Landlord is issued a Monetary Order. I issue the Monetary Order in the name of the sole Landlord listed on their Application. A copy of the Monetary Order is attached to this Decision and must be served on the Tenants as soon as possible. It is the Landlord's obligation to serve the Monetary Order on the Tenants. The Monetary Order is enforceable in the Provincial Court of British Columbia (Small Claims Court). The Order is summarized below.

Item	**Amount**
Nominal compensation for damage to the rental unit	$50.00
Rent for September 2025	$4,347.00
Filing fee	$100.00
Less: security deposit, plus interest	($2,218.07)
Total	**$2,278.93**

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: December 2, 2025

Residential Tenancy Branch