Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

DECISION

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

Introduction

This reconvened hearing dealt with 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 Application, the Tenant seeks:

- Compensation of $33,018.48 for damage or loss under the Act, the *Residential Tenancy Regulation* (the Regulation), or tenancy agreement under section 67 of the Act; and
- To recover the filing fee for their Application from the Landlord under section 72 of the Act.

Under their Application, which was made against both Tenants listed under the tenancy agreement, the Landlord seeks:

- Compensation of $2,322.54 for unpaid rent under sections 26 and 67 of the Act;
- Compensation of $4,818.48 for damage to the rental unit under sections 32 and 67 of the Act;
- Compensation of $650.00 for loss under the Act, Regulation, or tenancy agreement, under section 67 of the Act;
- Authorization to retain the Tenants' security deposit under section 38 of the Act; and
- To recover cost of the filing fee for their Application from the Tenants under section 72 of the Act.

A previous hearing took place on November 24, 2025, which was adjourned due to time constraints under an interim decision of the same date. This Decision should be read in conjunction with the interim decision, which addressed service of records and adjournment.

The Landlord listed both Tenants named on the most recent written tenancy agreement (YA and MA) as respondents in their Application. YA was the sole Applicant in the Tenant's Application. Only YA attended the hearings from the Tenants' side. Words using the singular shall also include the plural and vice versa where the context requires.

Preliminary Issues – Withdrawal of Claims and Amendment

The Landlord indicated during the hearing that they wished to withdraw their claim for damage to the rental unit in the amount of $1,827.00, which was listed as claim number 1 on their Monetary Order Worksheet and that they would not bring this claim against the Tenants again in the future. The Tenant took no issue with the withdrawal.

Given the above, under rules 7.12 and 7.12.1 of the *Rules of Procedure* (the Rules) I allow the withdrawal the Landlord's claim for damage to the rental unit as outlined above. The Landlord may not bring this claim again under a future application for dispute resolution.

The Tenant requested the return of double their security deposit as part of their claim for compensation. Strictly speaking, this claim should be brought under a separate claim made under section 38 of the Act for a return of their security deposit. Under section 64(3)(c) of the Act and Rule 7.12 I therefore amended the Tenant's Application to include such a claim.

I find the Tenant's request for the return of their security deposit is clearly outlined in their Application and on their Monetary Order Worksheet and the Landlord has requested to retain the deposit, so the matter would have been dealt with under the Landlord's Application in any case, so this is not an issue that would have caught the Landlord by surprise. As such, I find this amendment does not unfairly prejudice the Landlord.

Issues to be Decided

- Are either party entitled to the requested compensation?
- Can the Landlord retain the Tenants' security deposit, or are the Tenants entitled to its return?
- Can either party recover the filing fee 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.

The parties agreed on the following regarding the tenancy:

- The tenancy began on January 1, 2021, though the Tenants were allowed to take occupancy of the rental unit on December 12, 2020.
- Rent was initially $2,200.00 per month due on the first day of the month.
- A security deposit of $1,100.00 was paid by the Tenants on December 12, 2020, which the Landlord still holds.
- The Tenants vacated the rental unit, a two-bedroom, two-bathroom, 900 square foot apartment, on September 2, 2025.
- The Tenant provided their forwarding address to the Landlord on September 5, 2025 and the Landlord acknowledged receipt on the same day.

When the tenancy began, only MA signed the written agreement (the First Agreement) initially. The Tenant affirmed that they and MA occupied the rental unit together throughout the tenancy, though the Tenant did not sign the First Agreement as they were unavailable at the time. The Tenant testified that they subsequently signed the First Agreement at a later date, though did not have a copy bearing their signature. The Landlord affirmed that only MB signed the First Agreement, though the Tenant and MA signed all subsequent written agreements.

The Tenant's claims

1. *Rent increases - $1,998.48*

The Tenant affirmed that when they were in the process of moving out of the rental unit on September 2, 2025, they spoke with neighbours in the residential property who saw

them in a state of distress. After discussing the reason for them vacating the rental unit their neighbours encouraged the Tenant to check their written tenancy agreement. It was then discovered by the Tenant that the reason for ending the tenancy set out in paragraph 2 of the most recent written agreement, which was given as “end of tenancy agreement” was not consistent with section 13.1 of the Regulation.

The Tenant confirmed they had received copies of all written agreements signed during their tenancy apart from the last one, and that they had heard “bits and pieces” about how the laws governing how tenancies ended, but only learned the specifics on September 3, 2025 – one day after they vacated the rental unit – when they visited the Residential Tenancy Branch in Burnaby. The Tenant stated they had not thought to look any further into the information on the written agreements and assumed they were all legal and correct.

Two rental increases came about during the tenancy. The first came into effect on September 1, 2023 when rent increased by 2% to $2,244.00 per month, and the second by a further 3.5% taking rent to $2,322.54 per month from September 1, 2024. These increase arose when the Tenants signed additional written tenancy agreements on the Residential Tenancy Branch approved form #1.

The Tenant takes the position that they were not allowed to have the tenancy go to a month-to-month by the Landlord, who gave them an ultimatum each time the fixed term of the tenancy agreement was about to expire, asking them to either sign a new agreement or move out of the rental unit.

The Tenant acknowledged that the percentages by which rent was increased were consistent with the annual amount allowed by the Regulation, but argued that the signing of agreement with additional fixed terms was, in and of itself, an unlawful act. They seek the reimbursement of the rent increases put in place under the agreements on this basis. It was also argued that as they were not provided with three months’ notice of the increases either they should not have to pay them.

Copies of the three written tenancy agreements entered into by the parties were provided as evidence. The First Agreement was signed by the Landlord and MA on December 16, 2020 and came into effect January 1, 2021 with a fixed term ending on December 31, 2021. Box D in paragraph 2 is ticked, indicating the agreement continues on a month-to-month basis after the end of the fixed term.

The second agreement (the Second Agreement) appears to be signed by the Tenants only on August 8, 2023, and sets out monthly rent of $2,244.00, with a fixed term starting on August 1, 2023 and ending on July 1, 2023 (sic). There is a term requiring the Tenants to vacate the rental unit after the end of the fixed term, with the reason given as “end of tenancy agreement”.

The copy of the third agreement (the Third Agreement) provided as evidence appears to be signed by both Tenants and the Landlord on August 24, 2024 and provides for monthly rent of $2,322.54 and a fixed term starting on September 1, 2024 and ending September 1, 2025 with provisions for the tenancy to end and the Tenants to vacate the rental unit with the reason again given as “end of tenancy agreement”.

The Landlord took the position that they never gave the Tenants an ultimatum of any kind, have never denied the Tenants the option to go to a month-to-month, which the Tenants never enquired about in any case, and as all rent increases were done with the Tenants’ agreement, there were no issues.

2. *Oven - $400.00*

The Tenant testified that when the tenancy began, the oven beeped constantly and a bad odour emitted from it. Someone attended the rental unit on the Landlord’s behalf to check on the oven and said the beeping would stop, but when this did not happen, they raised the issue again. They spoke with the Landlord about this via telephone, who said that in order for the issue to be remedied, due to strata rules they would need to move out of the rental unit for three months. The Tenant affirmed they knew this was not true, so let the issue go and purchased an air fryer instead, which they seek to recover the costs of under this claim.

The Tenant affirmed that in addition to the phone conversation with the Landlord they reported the matter by text message, though they do not have records of these given the amount of time that has passed.

The parties agreed that there was no start of tenancy condition inspection report prepared with both parties present. The Landlord indicated that as the tenancy began during the covid pandemic, restrictions in place at the time prevented an inspection with both parties present from taking place.

The Landlord affirmed that the oven worked when the tenancy began and that they had no records of a request for repair from the Tenants. When the tenancy ended, only two of the burners worked, and the oven would not heat up properly.

3. *Laundry - $420.00*

The Tenant testified that at the start of October 2023 the washing machine in the rental unit broke. They notified the Landlord through either text message or telephone – they were unsure which - and a maintenance person, HL, attended and advised a replacement appliance was needed. There were then no further updates, so the Tenant followed up with the Landlord who was apparently under the impression the matter had been resolved.

The Tenant affirmed that ultimately, HL brought a new appliance from elsewhere in the residential property at the end of December 2023. They seek to recover the costs of using laundromats, though they do not have any receipts or records of payment to support the loss claimed.

The Landlord affirmed they were notified where there was an issue with the washer in the rental unit on November 4, 2023 and that it was then replaced on November 13. I was referred to records of text message correspondence provided as evidence where the Tenant sends images of the laundry appliances to the Landlord on November 4, and the Landlord appears to ask on November 12 when the Tenant would be available the following day to allow a laundry machine to be installed.

4. *Aggravated damages - $28,000.00*

The Tenant claims aggravated damages from the Landlord based on a range of alleged breaches of the Act, Regulation, or tenancy agreement. The Tenant argues that the Landlord used vacate clauses in the tenancy agreements, ending the tenancy unlawfully, and put pressure on them to leave the rental unit. It was further argued that the Landlord has kept the Tenants’ security deposit in contravention of the Act.

The Tenant affirmed they lost the chance to rent a new residence when the Landlord did not provide a reference in a timely manner. When the new rental fell through and they had asked the Landlord if they could stay beyond the fixed term set out in the Third Agreement, the Landlord said they had found a new tenant so could not extend their stay.

The Tenant testified that the stress that came about as a result of the end of the tenancy had caused them to develop an anxiety-related condition and they now work far fewer hours and have a more stressful and less secure living situation with no in-suite laundry. A doctor's note and records of paystubs were provided by the Tenant as evidence.

The Tenant also took the position that a fault developed with the kitchen sink in the rental unit in June 2025 which meant they had to wash dishes in the bathroom from then on. The Tenant indicated they reported the issue to the Landlord in June, though there was no follow-up when where no remedy was provided by the Landlord.

The Landlord argued that providing a reference was not a requirement, but they did try to call the Tenant's potential new landlord when requested and referred to copies of text message correspondence they provided as evidence.

On the issue their use of fixed-term agreements, they argued they never made it an issue if the Tenants wanted to stay in the rental unit, never gave any ultimatums, and that the Tenants were aware that a month-to-month tenancy was an option, as outlined when the First Agreement ended. They also indicated their belief that the Tenants had planned on moving out of the rental unit anyway, as evidenced by the request for references.

The Landlord disputed the validity of the Tenant's medical evidence, indicating from their view the reference to anxiety from their living condition references their current situation, not that experienced in the rental unit.

Regarding the sink, the Landlord referred me to a written statement provided by HL where they declare the Tenant contacted them directly about the issue and they then attended the rental unit and informed the Tenant that they would need to contact the Landlord about the matter directly, as the garburator needed replacement. Further, as they are an independent contractor and do not work for the Landlord, they have no authority to approve repairs.

The Landlord affirmed they were only notified of the sink issue by the Tenant on August 12, 2025. The Landlord took the position there was not enough time to remedy the issue before the end of the tenancy.

The Landlord's claims

1. *Stove and refrigerator - $2,991.48*

The Landlord took the position that two of the burners on the stove were not working by the end of the tenancy owing to a lack of cleaning. The Landlord was unsure of the age of the stove. Photographs of stove taken post-tenancy were provided. As already noted, there was no condition inspection report prepared at the start of the tenancy with both parties present.

The Landlord affirmed that the Tenant left garbage in the refrigerator, there was a shelf and one of the crisper drawers missing, and the panel at the bottom of the appliance had fallen off. The appliance itself still worked, though per the Landlord, was not as cold as usual. Again, the Landlord was unsure of the age of the appliance. The Landlord seeks the cost of replacing both appliances.

The Tenant testified that the stove was already corroded when they moved in and they tried to clean it as best they could, but could not get it to work. They reiterated that they notified the Landlord of the issue at the beginning of the tenancy, but could not locate records of the communication to provide as evidence.

The Tenant disputed the notion they left garbage in the refrigerator, affirming that the items left behind were in fact their groceries and insulin, which they acknowledged they forgot to take with them when they vacated the rental unit.

The Tenant affirmed they did not remove any shelves from the refrigerator, but as one of the crisper drawers was cracked and caused them to cut their finger, they removed it and took it to a recycling centre for the safety of their child.

2. *Cleaning - $650.00*

The Landlord provided a cleaning invoice as evidence and takes the position that the Tenant left the rental unit with stained walls in the kitchen where their air fryer had been. The roof of the kitchen had grime on it, as did the floors. The shower, toilet and blinds were also left unclean in the Landlord's view.

The Tenant acknowledged their air fryer left a yellow mark on the tiles behind it, which they had been able to clean on previous occasions, but had not had time when they

vacated. The Tenant argued that the grime on the ceiling was due to a defective hood fan and there had always been mould in the shower. They acknowledged they did not have time to mop the floor before they vacated, though took issue with the amount claimed by the Landlord, arguing it was excessive.

3. *Unpaid rent - $2,322.54*

The Landlord claims compensation equal to one month's rent, taking the position that the Tenants did not provide adequate notice to end the tenancy. On August 12, 2025, the parties had discussed the end of the tenancy, and the Tenant had said they were not going to renew the tenancy. The Landlord had not mentioned the issue of rent for September, as in their view the Tenant had indicated they were ending the tenancy.

The Tenant disputed the claim and argued they were forced to move out of the rental unit under the fixed term and had been told by the Landlord that no notice was needed. Both parties referred me to records of text message correspondence that took place in the lead up to the end of the tenancy.

Analysis

Rule 6.6 of the *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 in both Applications in turn.

Tenant's claim - rent increases

It was undisputed that there were two rent increases implemented during the tenancy, both which complied with the amount permitted for that year under the Regulation. For the avoidance of doubt, I have checked the amounts are fully compliant with section 22 of the Regulation. I also find the increases complied with the twelve-month timing provisions of section 42(1) of the Act.

The Tenant takes issue with the notice period afforded to them. The Landlord was still permitted to raise the rent by the amounts they did, with three month's notice, though they did not. I find the Landlord breached section 42(3) of the Act by failing to give three months' notice, considering the date the Second and Third Agreement were signed. In essence, the Landlord has circumvented the three-month notice period and accelerated the rent increases without the period required under the Act. I do not agree with the Landlord's position that the three-month period could be avoided by virtue of the Tenants' agreement. Section J of Policy Guideline 30 - *Fixed Term Tenancies* and section D of Policy Guideline 37B - *Agreed Rent Increase*, set out clearly that even if a tenant agrees to a rent increase, or a new fixed term tenancy is signed, the tenant must still get three months' full notice, which they did not do in this case.

From the above, I find Tenant has established a breach of section 42(2) of the Act on the Landlord's part. The Landlord brought on rent increases, while in compliance with the annual amount provided, they were without the required notice period.

I do not find the Tenant has established they are entitled to the full amount claimed. It was not clear to me how this was calculated. I am prepared to grant the Tenant compensation for the three-month periods the rent increases of $44.00 and $78.54 were accelerated by for a total of $367.62. The Tenant could have mitigated the loss and withheld rent under section 43(5) of the Act, though considering the protective purposes of the Act, I find it would not be proportionate to deprive the Tenant of a remedy for the Landlord's breach in this case.

Tenant's claim - oven

Section 32(1) of the Act states that a landlord must provide and maintain residential

property in a state of decoration and repair that:

- Complies with the health, safety and housing standards required by law; and
- Having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

It a tenant can establish that a landlord has failed in the above statutory duty, they may be entitled to compensation.

It was undisputed that the stove was in a state of disrepair by the end of the tenancy. The Tenant took the position it was not working from the very start of the tenancy. Though they affirmed they notified the Landlord of the issue, they provided no written evidence to corroborate this. I accept that locating records of communication from over four years ago would have been problematic, but there is also the issue that there appears to be no follow-up at all from the Tenant over the ensuing years.

I find that even if the Tenant's position is accepted, the failure to establish clear written requests and follow up for such a long period of time is a significant and unjustified failure to mitigate the loss. I dismiss the claim without leave to reapply for this reason.

Tenant's claim - laundry

It was undisputed that the laundry facilities which are included in rent were unavailable to the Tenant in late 2023. On this issue, I found that the Landlord's position was more compelling than the Tenant's as it was supported by clear written evidence, which I find shows the Tenant reported the issue to the Landlord directly on November 4 and by November 12, the Landlord was seeking to arrange for the replacement laundry machines to be delivered. I did not find sufficient evidence to indicate the Tenant raised the issue with the Landlord directly in a prompt manner, though their messages reference the issue being ongoing for two months, the evidence which spoke to the first report from the Tenant's side was unclear.

On a balance of probabilities, I find the repair issue and the period by which services and facilities included in rent were unavailable to the Tenant was for a modest period. I find the Tenant was unable to establish a financial loss was sustained. In these circumstances, I find the Tenant has failed to establish their claim, which I dismiss without leave to reapply.

Tenant's claim - aggravated damages

As noted in Policy Guideline 16 - *Compensation for Damage or Loss*, aggravated damages may be awarded in situations where the wronged party cannot be fully compensated by an award for damage or loss with respect to property, money or services. Aggravated damages may be awarded in situations where significant damage or loss has been caused either deliberately or through negligence.

I find the Tenant's allegation the Landlord retained their security deposit unlawfully is without merit. As will be noted later, the Landlord has applied to retain the Tenants' security deposit within the fifteen-day period set out in section 38 of the Act and, pending a decision on the matter, the Landlord is allowed to keep the deposit.

I also find insufficient evidence to indicate state of the kitchen sink in the rental unit justifies even nominal damages. Again, I find the Tenant's evidence which spoke to notifying the Landlord of the issue was unclear, and the severity of the issue was also not apparent. I do not find the Tenant has established the issue caused the kitchen sink to be inoperable and meant they had to use the bathroom sink. In such circumstances, a much clearer record of requests for maintenance would be expected.

The other grounds the Tenant seeks aggravated damages on related to the manner in which the end of tenancy came about and the effect this had on the Tenant's health. The Tenant alleges the Landlord improperly used vacate clauses to end to the tenancy.

Section 44 of the Act sets out how tenancies end. As noted in section 44(3) of the Act, if there is no term that requires the tenant to vacate a rental unit when the fixed term of a tenancy ends, the landlord and tenant are deemed to have renewed the tenancy agreement on a month-to-month basis. Section 13.1 of the Regulation establishes there are narrow reasons as to when a tenant must vacate a rental unit at the end of the fixed term, namely for the occupancy of the landlord, or a close family member of theirs.

In this case, the Second and Third Agreements set out the Tenants must vacate the rental unit with the reason given as "end of tenancy agreement". This is clearly incompatible with the reasons set out in section 13.1 of the Regulation as there is no mention of the Landlord or a close family member of theirs occupying the rental unit. There was no requirement for the Tenants to vacate the rental unit under the vacate clause in the Third Agreement and the tenancy would have continued on a month-to-

month basis, unless the parties entered into a new fixed term, which there was no obligation to do.

The parties provided records of text messages correspondence which took place in the lead up to the Tenants vacating the rental unit on September 2, 2025. The Landlord's evidence shows a smaller excerpt of the correspondence, with the Tenant's being more fulsome, though the organization of the evidence is poor and visual quality of the text was slightly less clear. Nevertheless, from a review of the evidence I find the Landlord mentioned to the Tenant on August 12 that it is the "final month of your lease" and asks if they want to sign for another year. They also state new rent would be $2,392.22 per month.

Later in the correspondence, the Tenant is seen to indicate they were unsure when the "lease was over", that they have not found a new residence yet, and they were operating under the impression they need to give the Landlord "30 days notice". The Landlord is seen to reply, saying "that's okay" and reference the Tenant's move out date. The Tenant questions this, and the Landlord replies "yes, your lease ends on sep 1". The Tenant indicates they understand, and the Landlord then says they "will not be renewing the agreement".

From the above, I find the Landlord inserted a term in the Second and Third Agreements purporting to require the Tenants to vacate that is in contravention of the valid reasons set out in the Regulation. Further, the Landlord appears to again attempt to circumvent the requirement for three months' notice for a rent increase and puts forward the notion the Tenants must vacate the rental unit in accordance with the fixed term, which, as set out above, they simply did not have to.

Based on the above, I find the Landlord brought about the tenancy in breach of section 44 of the Act. I find the Tenant has established a basis for compensation, though there are issues with the amount claimed by the Tenant.

Firstly, I find there are frailties in the medicolegal evidence that speaks to any injury suffered by the Tenant. I find the quite brief letter from the Tenant's physician indicates that the Tenant was assessed with a medical condition as of October 24, 2025 with their "current living situation/ arrangement" seeming to be the main stressor. I find this is too vague for me to find a causal link between the circumstances surrounding the end of the tenancy and the diagnosis given on October 24, let alone the Tenant's alleged loss of income, which I find was unsupported by credible evidence. I find there was insufficient

evidence to support the Tenant's regular earnings and support the notion there was a discernable drop that was linked to a breach on the Landlord's part.

Secondly, I find there are issues with the lack of reasonable steps taken by the Tenant to mitigate their loss. This is a requirement under section 7(2) of the Act, as noted above.

The crux of the matter is that the tenancy was ended in a manner that was not compliant with section 44 of the Act and had the Tenant pointed this out to the Landlord, the tenancy would have in all likelihood continued. The Tenant confirmed they had access to copies of the First and Second Agreements which lists contact details for the Residential Tenancy Branch, and in paragraph 14, provides information on how tenancies end.

In the above circumstances, had the Tenant used the resources available to them in a reasonable and timely manner, I find it more likely than not that the tenancy would have been preserved and the loss would have been prevented. I find it would have been reasonable for the Tenant to have conducted some research into the matter themselves, rather than purportedly speaking with neighbours when moving out of the rental unit, then speaking with an officer at the Residential Tenancy Branch the day after they vacated the rental unit.

The Act is intended to provide protections to tenants that are not available to them through common law. There is an inherent power dynamic in residential tenancies that favours landlord, but a tenant must still take the step of gaining information so that the protections afforded to them by the Act can be put in place. In this situation, this was not a relatively trivial matter such as a rent increase coming into effect three months before it should have, as referenced above. This was an issue that led to the tenancy ending and the Tenant moving on from their residence prematurely and without valid reason. I find it would have been proportionate and reasonable for the Tenant to have conducted a little research and take steps to prevent their loss from occurring and not do this the day after they moved out. I find this failure to mitigate warrants significant reduction in compensation.

I do not find the Landlord's argument that the Tenant was planning on vacating the rental unit in any case holds water as the correspondence regarding references and booking the elevator in the residential property comes after the exchange on August 12, 2025 where the move out date is put forward by the Landlord.

To summarize the above, I find the Landlord brought about the end to this tenancy in breach of section 44 of the Act and that the Tenant's losses are unquantified and could have been mitigated. From this, I find the aggravated damages claimed are not justified. I find nominal damages of $250.00 are appropriate in recognition of the Landlord's conduct regarding the use of vacate clauses being clearly inconsistent with the Act and the foreseeability that at lease some loss would have been incurred by the Tenant vacating the rental unit because of this.

Landlord's claim - stove and refrigerator

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.

For the purposes of a landlord's claim for damage, not only is the condition of the rental unit at the end of the tenancy of relevance, but when it comes to assessing any alleged damage to the rental unit, the condition at the start of the tenancy is also of importance as this allows for the scope and nature of any purported damage during the tenancy to be determined.

A tenant is only responsible for damage caused by them, and not for wear and tear, and it is for the Landlord to prove on a balance of probabilities any damage was caused by the Tenant as a starting point for their claims relating to damage to the rental unit.

It was undisputed there was no condition inspection report made either at the start or the end of the tenancy. As set out in section 21 of the Regulation, a condition inspection report is evidence of the state of repair and condition of the rental unit on the date of the inspection, unless either the landlord or the tenant has a preponderance of evidence to the contrary.

I found the testimony of the parties on the issue of the change in condition of the stove throughout the tenancy to be equally as plausible as the other. In these circumstances I find the Landlord has failed to establish their claim.

The Tenant affirmed the crisper drawer of the refrigerator was removed during the tenancy as it was broken. I find this to be plausible given the appliance appears to be dated in appearance. The Landlord's oral evidence also indicates that aside from the issue of the missing shelves, the appliance was working so a full replacement would not be justified. The Landlord asserted the refrigerator was somehow less cold than before the tenancy, though this was unsupported by credible evidence, nor was there any link established between this alleged reduction in functioning and the Tenants, rather than this being down to natural degradation of the appliance through wear and tear.

Based on the above, I dismiss the claim without leave to reapply.

Landlord's claim - Cleaning

Section 37(2)(a) of the Act requires tenants to leave the rental unit reasonably clean when they vacate. The standard of cleaning imposed by the Act is one of reasonableness and not one of perfection.

The Tenant acknowledged they left items in the refrigerator, had not cleaned behind their air fryer and had not mopped the floor. I find the Landlord's photographic evidence supports the notion that the Tenant failed to leave the kitchen cabinets, floors, baseboards, bathrooms, blinds and ceiling reasonably clean when they vacated and there appears to be scant evidence even minimal cleaning took place in the lead up to the end of the tenancy.

From the above, I find the Landlord has established their claim. I do not find the costs claimed unreasonable given the size of the rental unit and the level of cleaning that would foreseeably be required. I grant the Landlord's claim in full and issue a payment order for $650.00 in their favour.

Unpaid rent

Section 26 of the Act requires tenants to pay rent on time whether or not the landlord complies with this 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 under section 57(3) of the Act, a landlord may claim compensation from a tenant if they overhold by failing to vacate a rental unit after the tenancy ends.

I have already set out my findings on the circumstances of how the tenancy ended so I shall not repeat them here. I have also summarized the correspondence between the parties from August 12, 2025 onwards where the end of the tenancy was discussed. From this, I find there was no reasonable expectation from either party that rent would be payable in full for the month of September 2025. The Landlord also appears to indicate no notice period of a month was required when the Tenant raises this, so for them to rely on the provisions of section 45 of the Act regarding tenant's notice to end tenancy as means of claiming compensation would be entirely unreasonable.

I find the Landlord is not entitled to compensation for the entirety of the month of September 2025 based on the above, but given it was undisputed the Tenant vacated a day after the tenancy ended, I issue the Landlord a payment order for $77.41 – one day's rent on a *per diem* basis.

Summary

The compensation issued to the Tenant is summarized as follows:

Claim	**Amount**
Rent increases	$367.62
Aggravated damages	$250.00
Total	**$617.62**

The compensation issued to the Landlord is summarized as follows:

Claim	**Amount**
Cleaning	$650.00
Unpaid rent	$77.41
Total	**$727.41**

The above means a net payment order in the Landlord's favour for $109.79.

Can the Landlord retain the Tenants' security deposit, or are the Tenants entitled to its return?

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.

I find the tenancy ended on September 1, 2025 and the Tenants provided their forwarding address in writing to the Landlord on September 5, with the Landlord confirming receipt on the same date. The Landlord submitted their Application claiming against the security deposit on September 13. Given this, the Landlord has applied within the fifteen-day timeframe set out in section 38(1) of the Act.

Though the Landlord has extinguished their right to claim against the security deposit for damages under section 24(2) of the Act by failing to prepare a condition inspection report, they retain the right to claim for other losses such as those relating to cleaning, as the Landlord has done in this case. 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. Given this, the doubling provisions of section 38(6) do not apply. Had the Landlord claimed for damage only, the doubling provisions would have applied since they had no right to make the claim, regardless of compliance with the fifteen-day period as outlined above.

As I have made a payment order in favour of the Landlord, as outlined previously in this Decision, I authorize the Landlord to retain $109.79 from the Tenants' security deposit in satisfaction of the payment order under section 72(2)(b) of the Act.

Nothing before me indicated the Tenants extinguished their right to the return of the security deposit by failing to participate in an inspection of the rental unit, per sections 24 and 36 of the Act, or by abandoning the rental unit. Given this, I order the Landlord to return the remainder of the security deposit to the Tenants, plus interest.

Under 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 $62.06 using the Residential Tenancy Branch interest calculator using today's date.

Can either party recover the filing fee for their Applications?

As both parties were somewhat successful in their Applications, I find the requests to recover the filing fees from the other offset and I make no payment orders regarding either party's request under section 72(1) of the Act.

Conclusion

The Tenant's claims regarding rent increases and aggravated damages are granted in part. The Landlord's claim for cleaning is granted, and their claim for unpaid rent is granted in part. The remainder of the claims for compensation brought under the Applications are dismissed without leave to reapply.

The result of the above is a payment order of $109.79 in favour of the Landlord. The Landlord may retain this amount from the Tenants' security deposit and must return the remainder, with interest, to the Tenants.

The Tenants are issued a Monetary Order for the return of their security deposit. A copy of the Monetary Order is attached to this Decision and must be served on the Landlord. It is the Tenants' obligation to serve the Monetary Order on the Landlord. The Monetary Order is enforceable in the Provincial Court of British Columbia (Small Claims Court). The Order is summarized below.

Item	**Amount**
Return of security deposit, plus interest	$1,162.06
Less: Landlord's payment order	($109.79)
Total	**$1,052.27**

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 10, 2025

Residential Tenancy Branch