

DECISION

Introduction

This cross-application hearing dealt with a Landlord and a Tenant application for dispute resolution. 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 retain all or a portion of the Tenant's security deposit in partial satisfaction of the Monetary Order requested under section 38 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 Act for:

- a Monetary Order for the return of the Tenants' security deposit under section 38 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

The Landlord's agent (the Agent) testified that the Tenants were served with the Proceeding Package via registered mail on September 16, 2025. Canada Post receipts for same were entered into evidence. Tenant J.Y. confirmed receipt of the Proceeding Package via registered mail. I find that the Tenants were served with the Proceeding Package in accordance with section 89(1) of the Act.

Tenant J.Y. testified that she served the Landlord with the Proceeding Package by personally serving it to the Landlord's office on October 8, 2025. The Agent confirmed receipt of same. I find that the Landlord was sufficiently served for the purposes of this Act in accordance with section 71 of the Act as receipt was confirmed.

Service of Evidence

The Agent testified that the Tenants were served with the Landlord's evidence via registered mail on November 13, 2025. Canada Post receipts for same were entered into evidence. Tenant J.Y. confirmed receipt of the evidence via registered mail. I find that the Tenants were served with the evidence in accordance with section 88 of the Act.

Tenant J.Y. testified that the Landlord was served with the Tenant's evidence via registered mail on November 25, 2025. The Agent confirmed receipt of same on November 28, 2025. The Agent testified that despite the evidence being received late, the Landlord did not object to its consideration as they had time to review it before this hearing. I find that the Tenants' evidence was served on the Landlord in accordance with section 88 of the Act. As the Agent did not object to its consideration and testified that they were able to review it before this hearing, I find that the consideration of the late evidence does not prejudice the Landlord and it is accepted for consideration.

Preliminary Matters

In the description of the Tenants' claim for a Monetary Order for the return of the Tenants' security deposit under section 38 of the Act, the Tenants made an additional monetary claim for "rental compensation". The Tenant did not file a claim for a Monetary Order for damage or compensation or a claim for a rent reduction and so the "rental compensation" claim is not properly before me. I therefore decline to hear it. The Tenant has 2 years from the date the tenancy ended to file an application for "rental compensation", but as it is not properly before me, it will not be heard in this hearing.

Issues to be Decided

Is the Landlord entitled to an Order of Possession based on the 10 Day Notice?

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

Is the Landlord entitled to retain all or a portion of the Tenant's security deposit in partial satisfaction of the monetary award requested?

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

Background and Evidence

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

Evidence was provided showing that this tenancy began on October 1, 2024, with a monthly rent of \$2,900.00, due on the first day of the month, with a security deposit in

the amount of \$1,450.00 and a fob deposit in the amount of \$200.00. Both parties agree that the Landlord was provided with the security deposit on September 30, 2024. Both parties agree that this was originally a fixed term tenancy set to end on September 30, 2025.

Both parties agree that a move-in condition inspection report was completed on September 29, 2024, and a move-out inspection report was completed on August 31, 2025, which is the date on which the Tenants vacated the rental unit. The Agent confirmed that no portion of the security deposit has been returned. Both parties agree that the Tenant provided her forwarding address by email on September 8, 2025. The Landlord filed their application for dispute resolution on September 12, 2025.

The Landlord is seeking the following damages from the Tenants:

Item	Amount
Loss of rental income	\$2,900.00
Replacement of lightbulbs	\$126.00
Wall repair and touch up painting	\$367.50

Loss of Rental Income

The Agent testified that the Tenants provided notice on August 15, 2025, stating she intended to move out on August 31, 2025, giving only two weeks' notice and thereby breaching the fixed-term agreement ending September 30, 2025. The Agent stated that upon receiving the Tenants' notice, the unit was immediately advertised on Craigslist at \$2,750 per month, because the Landlord believed market rents had decreased. An advertisement for the rental property made on August 16, 2025 was entered into evidence. The Agent testified the unit was re-rented to a new tenant beginning October 1, 2025, at a monthly rent of \$2,700. Because the unit could not be re-rented before October 1, 2025, the Agent testified that they incurred a full month's vacancy loss and were therefore entitled to claim September 2025's rent in the amount of \$2,900.

Tenant J.Y. testified that she ended the tenancy because one of the bathroom faucets had been broken since May 2025, and despite repeated attempts, the Landlord did not successfully repair it for approximately three months. Tenant J.Y. stated that the lack of a functioning bathroom created significant inconvenience and made the unit "unlivable." The Tenant testified that she repeatedly communicated the issue to the Landlord and believed the Landlord had breached the tenancy agreement. She stated that she began looking for a new home and moved out on August 31, 2025.

A formal breach letter from the Tenant to the Landlord stating that the Tenants believed there to be a material breach was not entered into evidence. Tenant J.Y. testified that She relied on an August 6, 2025 message stating that the faucet had been unusable for two months and requesting follow-up.

The Landlord testified that they never received any notice stating that the Tenant believed there had been a breach of a material term of the tenancy.

Replacement of Lightbulbs

The Landlord testified that at move-out, three light bulbs were not functioning, though only one bulb had been noted as burnt out at move-in. The Landlord stated that the cost of materials and labour for replacing the 2 bulbs the tenant was responsible for totaled \$120.00 plus tax for a total of \$126.00. An invoice for \$126.00 was entered into evidence for the lightbulb replacement.

Tenant J.Y. testified that one of the bulbs had already been burnt out when she moved in and agreed that two bulbs had burnt out during the tenancy. She disputed the claim on the basis that burnt-out bulbs constitute normal wear and tear and should not be charged to the Tenants.

Wall repair and touch up painting

The Agent testified that at move-in, there were no hooks on the walls and that on move-out, the Tenant had left hooks on the living room wall and hooks on a bedroom wall. The move in and out condition inspection reports confirm same. Photographs of the hooks on the walls were entered into evidence. The Agent testified that removal of the hooks caused damage requiring patching and touch up painting. The Agent also testified that a scratch was found on one of the bedroom walls that was not there at the start of the tenancy. The move in and out condition inspection reports confirm same. The Agent stated that the combined labour and materials cost for patching and painting was \$350 plus tax, totaling \$367.50. An invoice for same was entered into evidence.

The Tenant acknowledged that she installed the hooks but testified that she believed she had purchased non-damaging adhesive hooks and would have removed them herself had she known they would cause damage. She disputed that wall patches were necessary but accepted responsibility for the scratch on the bedroom wall.

Analysis

Section 67 of the *Act* states that if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

Policy Guideline 16 states that it is up to the party who is claiming compensation to provide evidence to establish that compensation is due. To be successful in a monetary claim, the applicant must establish all four of the following points:

1. a party to the tenancy agreement has failed to comply with the Act, regulation or tenancy agreement;
2. loss or damage has resulted from this non-compliance;

3. the party who suffered the damage or loss can prove the amount of or value of the damage or loss; and
4. the party who suffered the damage or loss has acted reasonably to minimize that damage or loss.

Failure to prove one of the above points means the claim fails.

When one party provides testimony of the events in one way, and the other party provides an equally probable but different explanation of the events, the party making the claim has not met the burden on a balance of probabilities and the claim fails.

Loss of rental income

Section 45(2) of the Act states that a tenant may end a fixed term tenancy by giving the landlord notice to end the tenancy effective on a date that

- (a) is not earlier than one month after the date the landlord receives the notice,
- (b) is not earlier than the date specified in the tenancy agreement as the end of the tenancy, and
- (c) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

Based on the testimony of both parties I find that the Tenants provided the Landlord with notice to end tenancy on August 15, 2025 effective August 31, 2025 contrary to section 45(2) of the Act. The Tenants were not permitted to end the tenancy before September 30, 2025, the end of the fixed term tenancy.

Section 45(3) of the Act states that if a landlord has failed to comply with a material term of the tenancy agreement and has not corrected the situation within a reasonable period after the tenant gives written notice of the failure, the tenant may end the tenancy effective on a date that is after the date the landlord receives the notice.

Residential Tenancy Policy Guideline #8 states that to end a tenancy agreement for breach of a material term the party alleging a breach – whether landlord or tenant – must inform the other party in writing:

- that there is a problem;
- that they believe the problem is a breach of a material term of the tenancy agreement;
- that the problem must be fixed by a deadline included in the letter, and that the deadline be reasonable; and
- that if the problem is not fixed by the deadline, the party will end the tenancy.

Where a party gives written notice ending a tenancy agreement on the basis that the other has breached a material term of the tenancy agreement, and a dispute arises as a result of this action, the party alleging the breach bears the burden of proof.

I find that the Tenants have not proved, on a balance of probabilities that they informed the Landlord in writing that they believed the faucet issue was a breach of a material

term, that it must be fixed by a deadline and that if it is not fixed the Tenants will end the tenancy early, as no written communication stating same was entered into evidence and the Agent testified that no such communication was received. I find that the Tenants were not permitted to end their tenancy early under section 45(3) of the Act.

Pursuant to Policy Guideline 16, damage or loss is not limited to physical property only, but also includes less tangible impacts such as loss of rental income that was to be received under a tenancy agreement. Policy Guideline 3 states that the damages awarded are an amount sufficient to put the landlord in the same position as if the tenant had not breached the agreement. As a general rule this includes compensating the landlord for any loss of rent up to the earliest time that the tenant could legally have ended the tenancy. I find that the earliest time the Tenants could legally have ended the tenancy was September 30, 2025, the end of the fixed term tenancy agreement.

The tenants ended a one-year fixed term tenancy early; thereby decreasing the rental income that the Landlord was to receive under the tenancy agreement for the month of September 2025. Pursuant to section 67, the Tenants are required to compensate the Landlord for that loss of rental income. However, the Landlord also has a duty to minimize that loss of rental income by re-renting the unit at a reasonably economic rate as soon as possible. I find that in advertising the rental property the day after the notice to end tenancy was served at a reduced rental rate, the Landlord acted to mitigate their damages.

I find that the Tenants' breach of section 45(2) of the Act resulted in a loss of rental income to the Landlord in the amount of \$2,900.00, rent for the month of September 2025. I find that the Landlord mitigated their damages and are therefore entitled to compensation for September 2025's rent in the amount of \$2,900.00.

Replacement of Lightbulbs

Policy Guideline #1 states that the tenant is responsible for replacing light bulbs in their premises during the tenancy. Based on the testimony of both parties, I find that there was 1 lightbulb burned out at the start of this tenancy and there were three lightbulbs burned out at the end of the tenancy. I find that the Tenants are responsible for replacing the two lightbulbs that burned out during their tenancy.

I accept the Agent's testimony that the invoice for the replacement of the lightbulbs entered into evidence is for the material and labour cost of installing two lightbulbs. I find that the Tenants are responsible for this cost in the amount of \$126.00

Wall repair and touch up painting

Section 32(3) of the Act states that a tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

Section 37(2)(a) of the *Act* states that when tenants vacate a rental unit, the tenants must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

Based on the testimony of both parties I find that the Tenant installed hooks in the living room and the bedroom during the tenancy and did not remove them at the end of the tenancy. I accept the Agent's testimony that the hooks caused damage to the wall when they were removed. It is common knowledge that sticky hooks can cause damage when they are removed. I find that in accordance with section 32(3) of the *Act*, the Tenants are responsible for the cost of repairing the walls because they left the hooks which caused the damage.

I find that the Tenants breached section 37(2)(a) of the *Act* by leaving the rental property with the hooks on the walls. I find that the Landlord has proved the quantum of the loss suffered as a result of the Tenants' breach of the *Act* by way of the invoice entered into evidence. I award the Landlord \$367.50 in accordance with section 67 of the *Act*.

Security deposit

Section 38(1)(a) and section 38(1)(b) of the *Act* require the landlord to either return the security deposit or file for dispute resolution for authorization to retain the deposit, within 15 days after the later of the end of a tenancy and the tenant's provision of a forwarding address in writing. If that does not occur, the landlord is required to pay a monetary award, pursuant to section 38(6)(b) of the *Act*, equivalent to double the value of the security deposit.

Based on the testimony of both parties I find that the Landlord received the Tenants forwarding address on September 8, 2025. The Landlord filed this application for dispute resolution on September 12, 2025. I find that the Landlord made this application for dispute resolution within 15 days of receipt of the forwarding address in writing and so the Tenant is not entitled to double their security deposit. I find that the landlord made an application for dispute resolution claiming against the security deposit pursuant to section 38(1)(a) and 38(1)(b) of the *Act*.

Section 72(2) of the *Act* states that if the director orders a tenant to make a payment to the landlord, the amount may be deducted from any security deposit or pet damage deposit due to the tenant. I find that the Landlord is entitled to retain the Tenants' security deposit of \$1,450.00 plus accrued interest totalling \$22.74. Interest was calculated from September 30, 2024 to December 4, 2025 using the RTB online calculator. I dismiss the Tenant's application for return of the security deposit, without leave to reapply.

As the Landlord was successful in their application, I find that the Landlord is entitled to recover the \$100.00 filing fee from the Tenants, pursuant to section 72 of the *Act*.

As the Tenants were not successful in their application for dispute resolution, I find that they are not entitled to recover the \$100.00 filing fee from the Landlord.

Conclusion

I grant the Landlord a Monetary Order in the amount of **\$2,020.76** under the following terms:

Monetary Issue	Granted Amount
a Monetary Order for loss of rental income under section 67 of the Act	\$2,900.00
a Monetary Order for damage to the rental property under section 67 of the Act	\$493.5
authorization to retain all of the Tenants' security deposit in partial satisfaction of the Monetary Order requested under section 38 of the Act	-\$1,472.74
authorization to recover the filing fee for this application from the Tenant under section 72 of the Act	\$100.00
Total Amount	\$2,020.76

The Landlord is provided with this Order in the above terms and the Tenant(s) must be served with **this Order** as soon as possible. Should the Tenant(s) 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: December 4, 2025

Residential Tenancy Branch