



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Introduction

This hearing was convened in response to cross applications.

The Tenant filed an Application for Dispute Resolution, in which they applied to cancel a Ten Day Notice to End Tenancy for Unpaid Rent or Utilities. AZ is not named as a respondent on the Tenant's Application for Dispute Resolution.

The Landlord filed an Application for Dispute Resolution, in which the Landlord applied for an Order of Possession, a monetary Order for unpaid rent or utilities, to retain all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

The participants were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each participant affirmed they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The participants were advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. The participants affirmed they would not record any portion of these proceedings.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

NP stated that the Tenant's Application for Dispute Resolution and Proceeding Package was sent to the Landlord on November 20, 2025. MZ acknowledged receipt of these documents. I therefore find these documents were sufficiently served to the Landlord in accordance with section 71(2) of the Act.

MZ stated that the Landlord's Application for Dispute Resolution and Proceeding Package was served to NP, by posting it on the door of the rental unit on November 21,

2025. NP acknowledged receipt of these documents. I therefore find these documents were sufficiently served to NP in accordance with section 71(2) of the Act.

MZ stated that the Landlord's Application for Dispute Resolution and Proceeding Package was served to SP, by email on November 21, 2025. SP acknowledged receipt of these documents. I therefore find these documents were sufficiently served to NP in accordance with section 71(2) of the Act.

Service of Evidence

In November of 2025, the Landlord submitted evidence to the Residential Tenancy Branch. MZ stated that this evidence was served to the NP and SP with the Proceeding Package. NP and SP acknowledged receipt of this evidence, and it was accepted as evidence for these proceedings.

In November of 2025, the Tenant submitted evidence to the Residential Tenancy Branch. NP stated that this evidence was served to the Landlord with the Proceeding Package. MZ acknowledged receipt of this evidence, and it was accepted as evidence for these proceedings.

Preliminary Matter

The Landlord and the Tenant mutually agreed to settle the Tenant's application to cancel the Ten Day Notice to End Tenancy for Unpaid Rent or Utilities, by agreeing that the application can be withdrawn.

The Landlord and the Tenant mutually agreed to settle the Landlord's application for an Order of Possession, by agreeing that the application can be withdrawn.

Issue(s) to be Decided

Is the Landlord entitled to a Monetary Order for rent due from December of 2025?

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

Is the Landlord entitled to keep all of part of the security deposit?

Is the Landlord entitled to recover the fee for filing an Application for Dispute Resolution?

Background and Evidence

I have reviewed all accepted evidence and testimony, however only evidence that is directly related to this decision will be referenced in this decision.

The Tenant and the Landlord agree that:

- SP and NP entered into a tenancy agreement with the Landlord, which began in 2024
- the Tenant was required to pay monthly rent of \$3,750.00 by the first day of each month
- the Tenant paid a pet damage deposit of \$700.00 on September 17, 2024
- MZ and NP signed a mutual agreement, in which they agreed the tenancy would end on November 30, 2025
- after signing the mutual agreement, NP told the Landlord they would not be moving by November 30, 2025
- the Tenant did not pay any rent for December of 2025
- the rental unit was fully vacated on December 06, 2025
- the Tenant did not provide a forwarding address, in writing.

MZ stated that the Tenant paid a security deposit of \$1,875.00 on May 02, 2024. NP stated that a security deposit of \$1,800.00 was paid on May 02, 2024.

MZ stated that a copy of the final condition inspection report was not submitted in evidence.

MZ stated that NP signed the final condition inspection report on December 06, 2025 to indicate the Landlord can keep the security and pet damage deposit as compensation for various damages listed on the final condition inspection report. MZ stated that the final condition inspection report did not declare the security or pet damage deposits would be applied to utilities owed.

NP agreed they signed the final condition inspection report to indicate the Landlord could keep the deposits in compensation for cleaning and damage to the unit, although they are not aware of what damage they were agreeing to.

SP stated that on November 27, 2025, they sent the Landlord an email in which they told the Landlord they could keep a portion of their security deposit to pay for cleaning and utility bills due.

MZ stated that the Landlord received the email of November 27, 2025, but the Landlord did not agree to apply the security deposit to utility bills due.

The Landlord is seeking unpaid rent from December of 2025, in the amount of \$3,750.00.

The Landlord is seeking unpaid utilities. At the hearing, MZ corrected the amount being claimed to \$899.52. SP agree the Tenant owes utilities in this amount. At the hearing, the Landlord withdrew their claim for cleaning and damages, in the amount of \$1,875.00, as the Tenant gave the Landlord written authorization to retain both the security deposit of \$1,875.00 and the pet damage deposit of \$700.00.

SP submits that they should not be obligated to pay rent for December of 2025 because they had moved out of the unit prior to December 01, 2025.

Analysis

Based on the undisputed evidence, I find that the Tenant entered into a tenancy agreement with the Landlord that required the Tenant to pay monthly rent of \$3,750.00 by the first day of each month.

Based on the undisputed evidence, I find that the MZ and SP mutually agreed, in writing that this tenancy would end on November 30, 2025. I therefore find that this tenancy end on Novemebr 30, 2025, pursuant to section 44(1)(c) of the Act.

As this tenancy ended on November 30, 2025, I find that the Tenant was not obligated to pay rent of \$3,750.00 on December 01, 2025.

Based on the undisputed evidence, I find that the Tenant did not fully vacate the rental unit until December 06, 2025. I find that the Tenant is obligated to pay overholding rent for the first 6 days of December of 2025. Per diem rent for December of 2025 is \$120.97, which means the Tenant must pay \$725.82.

The Landlord retains the right to file an Application for Dispute Resolution seeking compensation for lost revenue for any period after December 06, 2025.

I have placed no weight on SP's testimony that they should not be responsible for rent for December of 2025, because they moved out of the rental unit prior to the end of the tenancy. As SP and NP were co-tenants, they are jointly and severally liable for debts arising from the tenancy.

Jointly and severally liable means that when two or more parties jointly enter into a tenancy agreement, either party can be held liable for a debt arising, rather than just their "share" of the debt. A landlord can claim full compensation for either or both tenants.

As SP agreed the Tenant owes utilities in the amount of \$899.52, I find the Landlord is entitled to compensation in this amount.

As the Landlord applied to retain a security deposit of \$1,875.00 and the Tenant agreed to allow the Landlord to keep a security deposit of that amount, I find it likely the Tenant

paid a security deposit of \$1,875.00, regardless of the Tenant's testimony that they paid \$1,800.00. Based on the undisputed evidence, I find this was paid on May 22, 2024.

Based on the undisputed evidence, I find that the Tenant paid a pet damage deposit of \$700.00 on September 17, 2024.

Section 38(4) of the Act stipulates that a landlord may retain an amount from a security deposit or a pet damage deposit if, at the end of a tenancy, the tenant agrees in writing the landlord may retain the amount to pay a liability or obligation of the tenant.

Based on MZ's and NP's testimony, I find that NP gave the Landlord written authority to retain the security deposit of \$1,875.00 and the pet damage deposit of \$700.00 as compensation for damage to the rental unit, which included damage caused by a pet, when NP signed the final condition inspection report on December 06, 2025. I therefore find that the Landlord has the right to retain those two deposits, pursuant to section 38(4) of the Act.

As there is no evidence to establish that the Tenant authorized the Landlord to keep more than \$2,575.00 from the deposits in compensation for damages, I find the Landlord must return interest accrued on those deposits, in the amount of \$59.50.

I have placed no weight on the undisputed evidence that on November 27, 2025, SP told the Landlord, in an email, that they could keep a portion of their security deposit to pay for cleaning. I find that any written agreement from SP to keep a part of the security deposit for cleaning the rental unit, is simply a duplicate of the written consent provided by NP, and does not need to be considered.

I have placed no weight on the undisputed evidence that on November 27, 2025, SP told the Landlord, in an email, that they could keep a portion of their security deposit to pay for utility bills due. A tenant can only apply a security or pet damage deposit to unpaid rent/utilities with the written consent of the Landlord. As the Landlord did not consent to the offer, I find the offer is irrelevant.

I find that the Landlord's application has merit and that the Landlord is entitled to recover the cost of filing this Application for Dispute Resolution.

Conclusion

The Landlord has established a monetary claim, in the amount of \$1,725.34, which includes \$725.82 for overholding rent, \$899.52 for unpaid utilities, and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution.

The Tenant has established a monetary claim of \$59.50 in interest on their security and pet damage deposit.

After offsetting the two amounts, I find the Tenant must pay \$1,665.84 to the Landlord, and I grant the Landlord a Monetary Order in that amount. If the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims 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: December 16, 2025

Residential Tenancy Branch