



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes LL: MNRL-S, LRSD, FFL
 TT: MNSD, FFT

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties under the *Residential Tenancy Act* (the “Act”).

The Landlord’s Application for Dispute Resolution was made on October 10, 2025, (the “Landlord’s Application”). The Landlord applied for the following relief, pursuant to the *Act*:

- a monetary order for unpaid rent;
- an order to retain the tenants’ security deposit; and
- an order granting recovery of the filing fee.

The Tenants’ Application for Dispute Resolution was made on October 17, 2025, (the “Tenants’ Application”). The Tenants applied for the following relief, pursuant to the *Act*:

- an order granting the return of all or part of the security deposit; and
- an order granting recovery of the filing fee.

The Landlord’s Agent and the Tenants attended the hearing at the appointed date and time and provided affirmed testimony.

At the beginning of the hearing, the parties acknowledged service and receipt of their respective application packages and documentary evidence. As there were Pursuant to section 71 of the *Act*, I find the above documents were sufficiently served for the purposes of the *Act*.

Issue(s) to be Decided

1. Is the Landlord entitled to a monetary order for unpaid rent, pursuant to Section 67 of the *Act*?
2. Is the Landlord entitled to an order granting recovery of the filing fee, pursuant to Section 72 of the *Act*?
3. Is the Landlord entitled to retain the Tenants' security deposit pursuant to Section 38 of the *Act*?
4. Are the Tenants entitled to an order granting the return of the security deposit, pursuant to Section 38 of the *Act*?
5. Are the Tenants entitled to an order granting recovery of the filing fee, pursuant to Section 72 of the *Act*?

Background and Evidence

The parties testified and agreed to the following; the tenancy began on April 16, 2013. By the end of the tenancy, the Tenants were required to pay rent in the amount of \$1,407.00 which was due to be paid on the first day of each month. The Tenants paid a security deposit in the amount of \$575.00. The tenancy ended on September 30, 2025.

The parties agreed the Tenants provided their notice to end tenancy to the Landlord on September 4, 2025, and vacated the rental unit on September 30, 2025. The parties agreed the Tenants did not pay rent for October 2025. The Landlord's Agent stated the Tenants did not provide sufficient notice to end tenancy to the Landlord, which resulted in the Landlord incurring a loss of rent for October 2025 in the amount of \$1,407.00. The Tenant stated they were unaware they had to provide their notice to end tenancy earlier, however, they stated the Landlord did not mention the Tenants would still be responsible for paying October's rent until October 9, 2025.

The parties agreed the Tenants paid a security deposit in the amount of \$575.00 at the start of the tenancy. The parties agreed the Tenants consented to the Landlord retaining \$150.00 from the security deposit. The parties agreed the Landlord is currently holding the remaining \$425.00.

Analysis

Based on all of the above, the evidence and testimony, and on a balance of probabilities, I find:

Section 67 of the *Act* empowers me to order one party to pay compensation to the other if damage or loss results from a party not complying with the *Act*, regulations or a tenancy agreement.

According to Section 45 (1) of the *Act*; a tenant may end a periodic 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, and
- (b) 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.

In this case, the parties agreed that the Tenants provided the Landlord with their notice to end tenancy on September 4, 2025 before the tenancy ended on September 30, 2025. I find the Tenants would have needed to ensure the Landlord received their notice to end tenancy no later than August 30, 2025 in order to comply with the *Act*. I find that the Tenants ended the tenancy early, without providing the Landlord with proper notice pursuant to Section 45(1) of the *Act*. As such, I find the Landlord is entitled to compensation in the amount of \$1,407.00 for loss of October 2025 rent. As the Landlord was successful with their Application, I find they are entitled to recover the \$100.00 filing fee.

Pursuant to Section 67 of the *Act*, the Landlord has established an entitlement to monetary compensation in the amount of \$1,507.00.

The Tenants applied for the return of their security deposit. I accept the parties agreed the Landlord is currently holding the remaining portion of the Tenants' security deposit.

Section 38(1) of the *Act* requires a landlord to repay deposits or make a claim against them by filing an application for dispute resolution within 15 days after receiving a tenant's forwarding address in writing or the end of the tenancy, whichever is later. When a landlord fails to comply with section 38(1) of the *Act*, and does not have authority under sections 38(3) or 38(4) of the *Act* to withhold any deposits, section 38(6) stipulates that a tenant is entitled to receive double the amount of the security deposit. These mandatory provisions are intended to discourage landlords from arbitrarily retaining deposits.

I accept the tenancy ended on September 30, 2025 and the Landlord submitted their Application to retain the Tenants' security deposit on October 10, 2025. I find the Landlord has complied with Section 38 of the *Act*. As such, I dismiss the Tenants' Application without leave to reapply.

I find the Tenants' deposit has accrued interest in the amount of \$31.36, bringing the value of the Tenant's deposit to \$606.36. I accept the parties agreed the Tenants

consented to \$150.00 being retained by the Landlord ($\$606.36 - \$150.00 = \$456.36$). Pursuant to section 67 of the *Act*, I find that the Landlord has demonstrated an entitlement to retain the security deposit in the amount of \$456.36 in partial satisfaction of the monetary award granted. I grant the Landlord with a monetary order in the amount of \$1,050.64 ($\$1,507.00 - \456.36).

Conclusion

Pursuant to section 67 of the *Act*, the Landlord is granted a monetary order in the amount of \$1,050.64. The monetary order must be served on the Tenants and may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: January 12, 2026

Residential Tenancy Branch