

DECISION

Introduction

This hearing dealt with two applications pursuant to the Residential Tenancy Act (Act). The Landlord's application for:

- a Monetary Order for unpaid rent under section 67 of the Act
- a Monetary Order for damage to the rental unit under section 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

And the Tenant's application for:

- return of the security deposit that the Landlord is retaining without cause
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

Those listed on the cover page of this decision attended the reconvened hearing and were affirmed.

The original hearing began on October 27, 2025, and an interim decision was issued on the same date, which should be read in conjunction with this decision.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package) and Evidence

Service issues arose at the hearing of October 27, 2025, and orders were made for service of documents.

At the reconvened hearing of January 8, 2026, both parties confirmed service of the Proceeding Package and documentary evidence. As such, I find both parties were served with the required materials in accordance with the Act.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order for unpaid rent, and for damage to the rental unit under section 67 of the Act?

Is the Landlord entitled to recover the filing fee?

Is the Landlord entitled to retain all of the Tenant's security deposit in partial satisfaction of the Monetary Order requested under section 38 of the Act, or is the Tenant entitled to the return of the security deposit that the Landlord is retaining without cause?

Is the Tenant entitled to recover the filing fee?

Background and Evidence

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

Both parties agreed that this tenancy began on April 1, 2023, and ended on July 31, 2025. The monthly rent of \$1,000.00 was due on the first day of each month. The Tenant paid a security deposit in the amount of \$500.00.

The parties did not complete a move-in or move-out Condition Inspection Report (CIR). On August 11, 2025, the Tenant provided their forwarding address in writing to the Landlord.

The Landlord is seeking a monetary order as follows:

Item 1 – \$300.00, for unpaid rent due on April 1, 2025 (\$100.00) and July 1, 2025 (\$200.00).

Family Member CL (CL) for the Landlord testified that the Tenant paid monthly rent via e-transfer transactions and failed to do so in the total amount of \$300.00 as noted above in this decision.

Item 2 - \$200.00, for cleaning costs (\$100.00) and bed mattress and bed frame disposal (\$100.00). CL referred to the Tenancy Agreement (TA), Clause 9, to show the Landlord could retain \$100.00 at the end of the tenancy, should the Tenant failed to clean the rental unit. CL testified that the rental unit required further cleaning. CL referred to stains and ashes due to the Tenant smoking throughout the tenancy. CL stated the bed mattress was ruined, and required removal. CL stated that the U-Haul invoice that was submitted in evidence was for removal of the bed mattress, bed frame and other furniture. CL stated that the Landlord paid approximately \$300.00, however, they are claiming the amount of \$100.00, only.

The Tenant testified that they brought in their own bed mattress at the start of the tenancy, which they removed at the end of the tenancy. The Tenant denied any damage. The Tenant stated that they were unsure as to why the Landlord was claiming otherwise, and the amount of \$100.00.

The Tenant testified that they cleaned the rental unit at the end of the tenancy.

The Tenant admitted that they withheld rent in the amount of \$300.00 as noted above in this decision, specifically due to the Landlord's failure to complete repairs, which were completed and paid for by the Tenant.

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, which is more likely than not, I find the following:

Is the Landlord entitled to a monetary order for unpaid rent, and for damage to the rental unit under section 67 of the Act?

Section 26 of the Act is clear, a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

Further, section 33 of the Act states if the tenant completed emergency repairs and claimed reimbursement for amounts paid, also by providing a written account and receipts to the Landlord, the tenant may deduct the amount of repairs from rent if the landlord does not reimburse the tenant.

To be awarded compensation for a breach of the Act, the landlord must prove:

- the tenant has failed to comply with the Act, regulation or tenancy agreement
- loss or damage has resulted from this failure to comply
- the amount of or value of the damage or loss
- the landlord acted reasonably to minimize that damage or loss

I find the Tenant failed to pay rent in the amount of \$300.00 (\$100.00 for April 2025 and \$200.00 for July 2025). The Tenant admitted that they did not pay rent for the above noted months due to maintenance issues and repairs that were completed by them. However, I find the evidence before me shows issues and the need for repairs, but the evidence does not support communication to the Landlord for emergency repairs and the Tenant's request for reimbursement, with a detailed account of the amount, to include receipts. Without such actions and evidence, I find that the Tenant did not have a right to deduct any portion of the rent. I find the Tenant breached section 26 of the Act when they failed to pay monthly rent in full due on April 1, 2025, and July 1, 2025.

For the above reasons, I grant the Landlord a monetary award of \$300.00 for unpaid rent.

Next, I will address the Landlord's claim of \$2,00.00. I find the Landlord did not establish their claim for damages or loss in the amount of \$200.00, as explained below:

Without a completed move-in or move-out CIR, I find the Landlord did not establish the condition of the rental unit at the start or end of the tenancy. Further, I find the two photographs submitted in evidence do not substantiate the Landlord's claim of \$100.00 for cleaning costs. Instead, I place weight on the photographs submitted by the Tenant, which provide a full view of a cleaned room. I find the Landlord did not establish the Tenant's breach of the Act, or the value or amount of the loss as required by the Act. While I accept the TA referred to the cost of \$100.00, I find the Landlord still needs to prove the Tenant's failure to comply with the Act, and that loss resulted and the value of that loss.

Based on the totality of evidence before me, I find the claim of \$100.00 for damages and loss under the Act was not supported. In this case, the Landlord claims damage resulting from the Tenant smoking in the rental unit, however, the Tenant denies smoking in the rental unit. Based on the evidence before me, I am not satisfied on damage or loss resulting from the Tenant's actions. Again, I place weight on the photographs submitting showing an undamaged rental unit and furniture.

Further, even if I were to accept that the bed mattress and bed frame were damaged, I find the loss was not proven or substantiated. In this case, the U-Haul receipt dated August 2, 2025, fails to show the exact item(s) removed or the cost related to each, nor is there proof of actual payment by the Landlord.

In order to claim these costs from the Tenant, I find the Landlord was to provide details for each item and related loss due to the actions of the Tenant, which they failed to do so. For these reasons and due to insufficient details and supporting evidence, this claim is dismissed in full without leave to reapply.

Is the Landlord entitled 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, or is the Tenant entitled to the return of the security deposit that the Landlord is retaining without cause?

Section 38 of the Act states that within 15 days of either the tenancy ending or the date that the landlord receives the tenant's forwarding address in writing, whichever is later, a landlord must repay a security deposit to the tenant or make an application for dispute resolution to claim against it.

The tenancy ended on July 31, 2025, and the Tenant provided their forwarding address in writing to the Landlord on August 11, 2025. As the Landlord made their application on August 12, 2025, I find that the Landlord did make their application within 15 days of receiving the Tenant's forwarding address.

Further, I accept the Landlord did not complete a move in or move-out CIR. While the Landlord extinguished their rights to claim against the security deposit for damages, the security deposit can also be held for other relief, such as unpaid rent. As such, I find the Landlord is entitled to retain the security deposit in partial satisfaction of the monetary award requested.

The security deposit of \$500.00 has accrued \$26.00 in interest. The Landlord holds the total security deposit of \$526.00.

As the Landlord has been granted a monetary award of \$300.00, I authorize the Landlord to deduct this amount from the total security deposit held in full satisfaction of the claim. I order the Landlord to immediately return the remainder of the total security deposit held, or \$226.00, to the Tenant.

Is the Landlord entitled to recover the filing fee? Is the Tenant entitled to recover the filing fee?

As both parties had partial success with their applications, I find the filing fees offset each other. As such, I decline to award either filing fee.

I dismiss both the Landlord's and the Tenant's applications for the return of the filing fee.

Conclusion

I grant the Landlord a monetary award in the amount of \$300.00, which the Landlord may deduct from the total security deposit in full satisfaction of the claim.

I order the Landlord to immediately return the balance of the total security deposit held, or \$226.00, to the Tenant. To give effect to this order, I grant the Tenant a monetary order in the amount of \$226.00.

The Tenant is provided with this Order in the above terms and the Landlord must be served with **this Order** to be enforceable. Should the Landlord fail to comply with this Order, this Order may be filed in the Provincial Court of British Columbia (Small Claims Court) to be 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: January 9, 2025

Residential Tenancy Branch