

DECISION

Introduction

This decision deals with applications for Dispute Resolution from both the Landlord and the Tenant.

The Landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) is 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
- a Monetary Order for money owed or compensation for damage or loss under the Act, regulation, or tenancy agreement 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

The Tenant's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) is for:

- a Monetary Order for money owed or compensation for damage or loss under the Act, regulation, or tenancy agreement under section 67 of the Act
- an Order that the tenancy has ended due to a frustrated tenancy agreement under section
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

E.K.H. attended the hearing for the Tenant.

S.E., A.G. attended the hearing for the Landlord.

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

The parties acknowledged receipt of the other party's documents. No issues of service were raised. I find each party served the other under sections 88 and 89 of the Act.

Issues to be Decided

Is the Tenant entitled to an Order that this tenancy agreement was frustrated?

Is the Landlord entitled to a Monetary Order for unpaid rent under section 67 of the Act

Is the Landlord entitled to a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act?

Is the Landlord entitled to a Monetary Order for money owed or compensation for damage or loss under the Act, regulation, or tenancy agreement under section 67 of the Act?

Is the Tenant entitled to a Monetary Order for money owed or compensation for damage or loss under the Act, regulation, or tenancy agreement under section 67 of the Act?

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 Tenant entitled to the return of their Security Deposit from the Landlord?

Is either party authorized to recover the filing fee for their application from the other?

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.

The parties provided a copy of the tenancy agreement which shows that the tenancy started on March 1, 2025, and was for a fixed term ending on February 28, 2026. The Tenant provided a \$1,500.00 security deposit. Rent was \$3,000.00 per month, due on the first day of the month. The rental unit is an apartment in a high-rise building.

The Landlord claims unpaid rent for September 2025 because the Tenant vacated the rental unit on September 15, 2025, and did not pay rent that month. The Landlord also claims \$1,000.00 loss of rental income because they re-rented the rental unit starting October 1, 2025, for \$200.00 less per month. Lastly, the Landlord requests to retain the \$1,500.00 security deposit for the costs of cleaning the rental unit, advertising, and for the hassle of finding a new tenant.

The Landlord argued that the Tenant breached the fixed term tenancy agreement, so the Tenant is responsible for the Landlord's loss of rental income up to the end of the fixed term.

The Landlord testified that the rental unit was dirty at the end of this tenancy. They testified that they removed six bags of garbage and belongings. They testified that the Tenant did not clean out the dryer filter. The Landlord provided a screenshot of a conversation with the cleaner as proof they paid \$265.00 to clean the rental unit. The Landlord provided videos of the rental unit taken after the Tenant vacated.

The parties both provided copies of emails and text messages with each other.

The Tenant claims compensation of \$29,000.00 as follows:

Rent Reduction	\$18,000.00
Misrepresentation	\$5,000.00
General Damages	\$5,200.00
Moving Expenses	\$800.00
Total	\$29,000.00

Rent Reduction

The Tenant requests compensation in the form of a past rent reduction because the Landlord failed to provide a habitable rental unit. The Tenant argued the rental unit was uninhabitable due to a mice infestation, frequent fire alarms, and the Landlord's failure to maintain the rental unit.

Mice

The Tenant testified they first reported to the Landlord that there was a mouse in the rental unit in May 2025. The Tenant provided a screen shot of a text message to the Landlord with a video of a mouse in the rental unit.

The Tenant testified that, at first, the Landlord told them a bird must have dropped the mouse in the rental unit, which the Tenant did not believe. The Tenant testified that the concierge confirmed to them that mice were present on many floors. The Tenant explained that the building maintenance person put out traps and poison for the mice. The Tenant temporarily re-homed their small dog, as the poison and traps made it dangerous.

The Tenant testified that, by September, the mice were active throughout the rental unit and had contaminated food. The Tenant says the Landlord dismissed their concerns. The Tenant provided screenshots of text messages with the Landlord about mice.

The Landlord testified that the Tenant reported a mouse on September 9, 2025, which was odd because the rental unit is on the 26th floor. The Landlord tried to investigate the problem, but two days later the Tenant gave notice that they were vacating the rental unit on the 15th and would not pay rent for the month. The Landlord believes the Tenant was planning the move in any case.

The Landlord testified that a pest control company came to the rental unit on September 16, 2025, and sealed up access points. They did not find evidence of mice in the rental unit. The Landlord provided a copy of the pest control service report and their emails.

The Landlord denied any building-wide infestation and stated that the building hired pest control to seal channels between floors which resolved the issue. The Landlord testified that they responded to the Tenant's complaints right away.

Fire alarm

The Tenant testified that fire alarms were activated several times per week during overnight hours. Speakers in the rental unit made alarms loud and disruptive. The Tenant stated this made the unit unsafe and unlivable.

The Landlord testified that since the start of the tenancy the tenant complained about the alarms. The fire alarms were building-wide and outside the Landlord's control. They explained that fire alarms are common in a high-rise building in the area.

Maintenance

The Tenant says the door lock was defective and required concierge assistance if a key was forgotten. The Tenant says the shower sprayed into the rest of the bathroom and they had to replace the shower head themselves. The Tenant testified that the Landlord dismissed their concerns.

The Landlord testified that they responded to the Tenant's concerns right away every time. The Landlord testified that the Tenant complained because they did not know how to use the shower. The Landlord explained that the door locked worked after a different key was provided, and it was designed to lock when it closed. That is a feature, not a defect.

Misrepresentation

The Tenant argued that the Landlord misrepresented the rental unit because there was no air conditioning as advertised. The Tenant testified that, at the start of the tenancy, they told the Landlord they required air conditioning.

The Tenant testified that the cooling system did not maintain a safe temperature and the temperature in the rental unit sometimes exceeded 35°C. The Tenant works from home and argues that conditions were unsafe and not livable. The windows did not open and noise from the street made it difficult to keep the door open for cooling.

The Landlord denies any misrepresentation. The Landlord testified that the building is a luxury high-rise with a cooling system, not air conditioning. The Tenant acknowledged the system worked in earlier messages. The Landlord provided a photo of the thermostat with a temperature of 22.5 °Celsius.

General Damages

The Tenant testified that the Landlord caused them stress and emotional distress. They testified that the Landlord called their personal references during the tenancy to ask if they were "crazy" or had "mental issues." The Tenant testified that the Landlord dismissed their concerns about the fire alarms, and the mice infestation.

The Landlord testified that they responded to the Tenant's complaints quickly. The Landlord testified that the fire alarms are controlled by the building so there is nothing the Landlord can do about them. The Landlord testified that the building concierge has

told the Landlord that the Tenant yelled and made other fees unsafe. The Landlord called the Tenant's references because they were worried about the Tenant's behaviour.

Moving Expenses

The Tenant claims that the Landlord should pay their moving expenses as they had to move out early because the rental unit was uninhabitable.

Analysis

Rule 6.6 of the Residential Tenancy Rules of Procedure indicates the onus to prove their case is on the person making the claim and that the standard of proof is on a balance of probabilities.

When two parties to a dispute provide equally plausible accounts of events or circumstances related to a dispute, the party making the claim has the burden to provide sufficient evidence over and above their testimony to establish their claim.

Is the Tenant entitled to an Order that this tenancy agreement was frustrated?

Section 44(1)(e) of the Act states that a tenancy ends if the tenancy agreement is frustrated.

Residential Tenancy Policy Guideline 34 (PG 34) explains that a contract is frustrated where, without the fault of either party, a contract becomes incapable of being performed because an unforeseeable event has so radically changed the circumstances that fulfillment of the contract as originally intended is now impossible. Where a contract is frustrated, the parties to the contract are discharged or relieved from fulfilling their obligations under the contract.

PG 34 further states that the test for determining that a contract has been frustrated is a high one. An example of a frustrated tenancy agreement would be where a flood destroyed the rental unit.

The Tenant's evidence shows that they complained to the Landlord about the mice, and the heat in the rental unit. However, the Tenant did not provide evidence that the heat in the rental unit reached 35° Celsius, nor did they complain of such to the Landlord in writing. The Tenant testified about the fire alarms going off frequently, and the Landlord acknowledged their repeated complaints.

On a balance of probabilities based on the evidence and testimony before me, I find that the Tenant has not proven that the presence of mice, the fire alarms, and the heat in the rental unit are circumstances that were unforeseeable and made fulfillment of the contract impossible. The fact that the Tenant continued to live in the rental unit with the mice, and with the fire alarms is proof that the circumstances had not radically changed making fulfillment of the contract impossible. I find that the Tenant did not provide

sufficient evidence to show that the temperature in the rental unit was such that fulfilment of the tenancy agreement was impossible.

Considering that the test for determining frustration of a contract is high, I find that the Tenant has not proven that the tenancy agreement was frustrated.

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

Section 26 of the Act states that a tenant must pay rent to the landlord, regardless of whether the landlord complies with the Act, regulations, or tenancy agreement, unless the tenant has a right to deduct all or a portion of rent under the Act.

Under section 45(3) 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.

On a balance of probabilities based on the evidence and testimony before me, I find that the Tenant did not provide proper written notice to the Landlord under the Act. On September 9, 2025, the Tenant emailed the Landlord stating that they would be vacating the rental unit and the tenancy would end effective October 1, 2025. I find that the Tenant did not give the Landlord a reasonable period of time after this notice to correct the situation.

The parties agreed that the Tenant did not pay rent for September 2025.

I find that the Tenant's notice to end tenancy did not comply with section 45(3) of the Act. I find that the Tenant was responsible for paying rent for September 2025 and failed to do so.

Section 67 of the Act establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party.

I find that the Landlord is entitled to compensation for rent for the month of September 2025, in the amount of \$3,000.00 under section 67 of the Act.

Is the Landlord entitled to a Monetary Order for money owed or compensation for damage or loss under the Act, regulation, or tenancy agreement under section 67 of the Act?

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

Section 26 of the Act states that a tenant must pay rent to the landlord, regardless of whether the landlord complies with the Act, regulations or tenancy agreement, unless the tenant has a right to deduct all or a portion of rent under the Act.

Section 7 of the Act explains that when a tenant does not comply with their tenancy agreement, the tenant must compensate the landlord for the damage or loss that results. A landlord who claims compensation for damage or loss that results from the tenant's non-compliance with their tenancy agreement must do whatever is reasonable to minimize the damage or loss.

Residential Tenancy Branch Policy Guideline 3 states that where a tenant vacates the premises before a tenancy agreement has ended, the tenant must compensate the landlord for the damage or loss that results from their failure to comply with the legislation and tenancy agreement. This can include the unpaid rent to the date the tenancy agreement ended and the rent the landlord would have been entitled to for the remainder of the term of the tenancy agreement. Compensation is to put the landlord in the same position as if the tenant had complied with the legislation and tenancy agreement. It may also take into account the difference between what the landlord would have received from the defaulting tenant for rent and what they were able to re-rent the premises for during the balance of the term of the tenancy.

I find that the Tenant ended this tenancy before the expiry of the end of the fixed term, in breach of the fixed term tenancy agreement.

Residential Tenancy Branch Policy Guideline 5 (PG 5), states that if a tenant ends a tenancy before the end date of the tenancy agreement, the landlord has a duty to minimize loss of rental income. This means a landlord must try to re-rent the rental unit at a rent that is reasonable for the unit or site; and re-rent the unit as soon as possible.

PG 5 further states that If a landlord is claiming compensation for lost rental income, evidence showing the steps taken to rent the rental unit should be submitted or the claim may be reduced or denied. If a landlord is claiming a loss because they rented the rental unit for less money than under the previous tenancy evidence like advertisements showing the price of rent for similar rental units, or evidence of the vacancy rate in the location of the rental unit may be relevant.

The Landlord testified that they found a new tenant for the rental unit, starting October 1, 2025, at a monthly rent of \$2,800.00 per month. The Landlord testified that they listed the rental unit for rent on September 16, 2025. The Landlord provided no documentary evidence of when they listed the rental unit for rent, or what the rate of rent was.

I find that the Landlord has not explained, nor provided any evidence to support their decision to list the rental unit for \$200.00 less per month. Therefore, I find that the Landlord has not proven that they minimized their loss.

I find that the Landlord is not entitled to compensation for loss or damage as claimed. I dismiss this claim without leave to reapply.

Is the Landlord entitled to a Monetary Order for damage to the rental unit or common areas?

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

Section 35 of the Act establishes that, at the end of the tenancy, a landlord must inspect the condition of the rental unit with the tenant, the landlord must complete a condition inspection report with both the landlord and the tenant signing the condition report.

Section 32(3) of the Act states that a tenant 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) of the Act indicates that the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear when they vacate. Residential Tenancy Branch Policy Guideline 1 provides examples of the standard of “reasonably clean”, such as wiping down walls, wiping out appliances etc. Tenants are not required to leave the rental unit ‘move-in ready’ for the next tenant.

Section 21 of the Regulation states that a condition inspection report completed in accordance with the Act and Regulation is evidence of the state of repair and condition of the rental unit or residential property on the date of the inspection, unless either the landlord or the tenant has a preponderance of evidence to the contrary.

The Landlord claims \$1,500.00 for damage to the rental unit, because the Landlord had to clean the rental unit, advertise it, and for finding a new tenant.

The Landlord did not complete a condition inspection report. The Landlord provided videos of isolated areas of the rental unit, like the inside of the fridge, the dryer, the shower and underneath a cabinet.

The parties provided conflicting testimony about the state of the rental unit at the end of this tenancy. The Tenant testified that they left it clean. The Landlord stated that they removed six bags of garbage left by the Tenant. The Landlord did not provide any documentary evidence to support this testimony. In the videos provided by the Landlord it appears that the Tenant wiped down the surfaces and removed their belongings, except for a few items. I find that the Landlord did not provide proof that the Tenant left six bags of garbage behind.

On a balance of probabilities based on the evidence and testimony before me, I find that the Landlord has not proven that the Tenant failed to leave the rental unit reasonably clean and undamaged at the end of the tenancy.

I find that the Landlord is not entitled to compensation for their claim for cleaning the rental unit.

Regarding the Landlord's claim for advertising, I find that the Landlord has not proven that the Tenants' breach of the tenancy agreement, or the Act, is the cause of the Landlord's advertising costs. I find that the Landlord would have incurred these costs whether the tenancy ended early or not. I find that the Landlord is not entitled to compensation for their claim for advertising.

Lastly the Landlord claims compensation for their time off work, and the "hassle" of having to re-rent the rental unit. The Landlord provided no evidence of the time they took off from work, nor any evidence of their wages. Renting residential units is a business that requires the Landlord to complete some tasks, such as finding a tenant.

On a balance of probabilities based on the evidence and testimony before me I find that the Landlord has not proven the value of their loss. I find that the Landlord is not entitled to their claims related to the work of re-renting the rental unit. As such, I dismiss this claim without leave to reapply.

Is the Tenant entitled to a Monetary Order for money owed or compensation for damage or loss under the Act, regulation, or tenancy agreement under section 67 of the Act?

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

- the Landlord 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 Tenant acted reasonably to minimize that damage or loss

Section 27 of the Act sets out a landlord's obligations regarding the termination and restriction of services or facilities. It requires that a landlord must not terminate or restrict a service or facility, if it is essential to the tenant's use of the rental unit as living accommodation, or if providing the service or facility is a material term of the tenancy agreement.

Under section 65(1)(f) of the Act, if the director finds that a landlord or tenant has not complied with the Act, the regulations or a tenancy agreement, the director may order that past or future rent must be reduced by an amount that is equivalent to a reduction in the value of a tenancy agreement.

Section 28 of the Act sets out a tenant's right to quiet enjoyment which includes, the rights to reasonable privacy and freedom from unreasonable disturbance.

As set out in Residential Tenancy Branch Policy Guideline 6, a landlord must ensure that the tenant's entitlement to quiet enjoyment is protected. A breach of the entitlement to quiet enjoyment means substantial interference with the ordinary and lawful enjoyment of the premises. This includes situations in which the landlord was aware of an interference or unreasonable disturbance but failed to take reasonable steps to correct these.

Temporary discomfort or inconvenience does not constitute a basis for a breach of the entitlement to quiet enjoyment. Frequent and ongoing interference or unreasonable disturbances may form a basis for a claim of a breach of the entitlement to quiet enjoyment.

In determining whether a breach of quiet enjoyment has occurred, it is necessary to balance the tenant's right to quiet enjoyment with the landlord's right and responsibility to maintain the premises. A landlord can be held responsible for the actions of other tenants if it can be established that the landlord was aware of a problem and failed to take reasonable steps to correct it.

Section 32 of the Act requires that landlords provide and maintain the rental unit 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."

The Tenant testified that the rental unit was uninhabitable during the tenancy, and requests compensation of \$18,000.00 for a reduction of past rent. The monthly rent was \$3,000.00. The Tenant is therefore requesting reimbursement of all rent they paid to the Landlord during their tenancy. The Tenant argued that the Landlord failed to meet their obligations with respect to the mice infestation, maintenance issues, and the fire alarms.

Mice

The Tenant's text messages to the Landlord on May 25, 2025, prove that was a mouse in the rental unit. The Tenant's text messages from June 15, 2025, show a photo of a dead mouse in a trap.

There is no further documentary evidence from the parties to show that the Tenant made more complaints to the Landlord after June 15, 2025, until September 9, 2025. The Tenant provided no documentary evidence to show that more mice were inside the rental unit, nor that any had contaminated food.

The report from the pest control company shows that there was no evidence of mice in September 2025.

The evidence provided by both parties shows that the building maintenance took steps to address the mouse problem by setting traps and poison in the rental unit and

repairing the building. When the Tenant complained by email on September 9, 2025, the Landlord hired a pest control company.

On a balance of probabilities based on the evidence and testimonies before me I find that the Landlord, and the building manager as agent for the Landlord, took reasonable steps to address the mice infestation in a reasonable time frame.

Maintenance

The parties provided conflicting testimony about the shower and door locks. The Tenant did not provide documentary evidence to show that the Landlord failed to maintain the shower and door locks properly. I find the Tenant has not proven that the Landlord failed to maintain the rental unit, and the Tenant is not entitled to compensation on this basis.

Fire Alarms

The Tenant's evidence includes screenshots of the Tenant sending text messages to the Landlord about the fire alarms. The Landlord testified about the Tenant making frequent complaints about the fire alarm. The Landlord testified that the fire alarms are controlled by the building and there is nothing the Landlord can do.

I accept the testimony of the Tenant that the fire alarms would go off two to three times per week for months. I accept their testimony that they complained to the Landlord and their complaints were dismissed.

The Tenant described that there was a light in the rental unit that would flash and there were very loud buzzing and a voice recording when the alarms went off.

I find that the occasional fire alarm is an expected normal occurrence when living in a high-rise apartment building. I find that the frequency of the fire alarms in the rental unit created an unreasonable disturbance for the Tenant.

I find that the Tenant has proven that the frequent fire alarms caused them stress and loss of sleep. The Tenant did not provide evidence to establish the value of this loss.

The Landlord did not provide evidence or testimony about any steps they took to address the fire alarms going off so frequently.

I find that the Landlord failed to take reasonable steps to protect the Tenant's right to quiet enjoyment. A reasonable and prudent Landlord would have communicated their concerns to the building management and at least requested an investigation into the alarm system in the building.

Residential Tenancy Branch Policy Guideline 16 states that an arbitrator may award compensation in situations where establishing the value of the damage or loss is not straightforward. "Nominal damages" are a minimal award. Nominal damages may be awarded where there has been no significant loss or no significant loss has been

proven, but it has been proven that there has been an infraction of a legal right. The amount arrived at must be for compensation only and must not include any punitive element.

I find that the Tenant was disturbed by the frequent fire alarms, however the Tenant did still otherwise have quiet enjoyment of the rental unit.

I find that the Tenant is entitled to nominal damages for their loss of quiet enjoyment in the amount of \$1,000.00.

Misrepresentation

The Tenant claims the Landlord misrepresented the rental unit because it did not have air conditioning. I find that there is no mention of air conditioning in the tenancy agreement. I find that the Tenant has not proven that the Landlord failed to provide a service or facility that was agreed upon.

I find that the Tenant is not seeking compensation because of a breach of the Act, regulation or tenancy agreement. I find that the Tenant is making a claim for misrepresentation in advertising, which I find to be outside the jurisdiction of the Act. I decline to make a finding about the Tenant's claim of misrepresentation for want of jurisdiction.

General Damages

The Tenant claims that they suffered stress, inconvenience, and emotional hardship and requests compensation of \$5,200.00. The Tenant did not provide documentary evidence of their costs to establish the amount or value of their loss or damage. I find that the Tenant has not proven the value of their loss, and I find they are not entitled to compensation for this claim.

Moving Expenses

I find that the Tenant voluntarily moved out of the rental unit. I find that the Tenant's moving expenses are not related to the Landlord's failure to comply with the Act. Thus, I dismiss the tenants' application for a monetary award for moving expenses.

In summary, I find that the Tenant is entitled to nominal damages for the Landlord's failure to protect the Tenant's right to quiet enjoyment.

Section 67 of the Act establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party.

I find that the Tenant is entitled to compensation of \$1,000.00 under section 67 of the Act.

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 Tenant entitled to the return of their Security Deposit from the Landlord?

Section 72(2)(b) of the Act states that if there is an amount owing from a tenant to a landlord, an arbitrator may deduct that amount from a security or pet deposit due to the tenant.

I have made a Monetary Order for the Landlord in the amount of \$3,000.00 and a monetary Order for the Tenant in the amount of \$1,000.00. These Monetary Orders are off set against each other, and the Landlord is left with a Monetary Order for \$2,000.00

The Tenant's security deposit was \$1,500.00 at the start of this tenancy. I find that it has accrued \$11.63 under the regulation, making its value \$1,511.63.

In accordance with the offsetting provisions of section 72 of the Act, the Landlord may retain the Tenant's entire security deposit in partial satisfaction of the monetary order.

Is either party authorized to recover the filing fee for their application from the other?

As both parties were partially successful in their applications, I decline to authorize either party to recover their filing fee from the other.

Conclusion

I grant the Landlord a Monetary Order in the amount of **\$488.37** under the following terms:

Monetary Issue	Granted Amount
a Monetary Order for the Landlord for unpaid rent or utilities under section 67 of the Act	\$3,000.00
a Monetary Order for the Tenant for compensation under section 67 of the Act.	\$1,000.00
authorization for the Landlord to retain all or a portion of the Tenant's security deposit with interest in partial satisfaction of the Monetary Order requested under section 38 of the Act	-\$1,511.63
Total Amount	\$488.37

The Tenant's claim for an Order that the tenancy was frustrated is dismissed without leave to reapply.

The Landlord's claim for a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act is dismissed without leave to reapply.

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 28, 2025

Residential Tenancy Branch