Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

1. Dispute Codes MNRL-S, FFL; MNDCT, MNSD, OFT

2. Introduction

This hearing dealt with the Landlord's Application for dispute resolution for:

- A monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation ("Regulation")* or tenancy agreement pursuant to section 67 of the *Act*;
- Authorization to recover the filing fee for this application pursuant to section 72.

This hearing dealt with the Tenant's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- A monetary order for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation ("Regulation")* or tenancy agreement pursuant to section 67 of the *Act*;
- An order that the tenancy has ended due to a frustrated tenancy agreement pursuant to section 56.1
- An order reimbursing the Tenant for the filing fee under section 72.

The Landlords attended (the Landlord).

The Tenant and advocate attended (the Tenant).

3. Preliminary Issue – Service

The Tenant denied receiving the Landlord's evidence. After discussion during the hearing, the Landlord agreed to proceed without relying on evidence that had not been served on the Tenant.

The Landlord acknowledged receipt of the Tenant's Proceeding Package and supporting evidence.

4. Issue(s) to be Decided

1. Is the Landlord entitled to a Monetary Order for damage to the rental unit or common areas?
2. Is the Landlord entitled to retain all or a portion of the Tenant's security deposit in partial satisfaction of the monetary award requested?
3. Is the Landlord entitled to recover the filing fee for this application from the Tenant?
4. Is the Tenant entitled to a Monetary Order for damage or compensation?
5. Is the Tenant entitled to the return of the deposits?
6. Is the Tenant entitled to recover the filing fee for this application ?

5. 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.

6. Tenancy

Tenancy Agreement

Evidence was provided showing that this 1-year fixed term tenancy began on June 21, 2025, with a monthly rent of $3,350.00, due on the first day of the month, with a security deposit in the amount of $1,675.00 and a pet deposit in the amount of $1,675.00. With accumulated interest as calculated on the RTB website, the total of the deposits is currently $3,368.66.

The Tenant submitted a copy of the tenancy agreement.

The parties agreed the Tenant provided notice to vacate on September 15, 2025 and moved out September 30, 2025 before the end of the fixed term on June 30, 2026.

Condition Inspections

The parties agreed no condition inspection report was conducted on moving in or moving out.

Forwarding address

The parties agreed the Tenant provided her forwarding address on October 14, 2025 and the Landlord brought this application on October 16, 2025 within 15 days.

Landlord's Claim

The Landlord claimed the Tenant vacated the unit before the end of the fixed term. He was unable to rent the unit immediately and incurred loss of rental income for two months, October and November 2025. The Landlord claimed compensation in the amount of $6,700.00.

Tenant's Claim

The Tenant's claim is set out below. The Tenant claimed compensation from the Landlord for moving costs. The Tenant requested reimbursement of double the security deposit and pet damage deposit. The Tenant's claim for overpayment of rent was withdrawn during the hearing.

ITEM	AMOUNT
Return of deposits	$6,700.00
Moving Expenses	$1,563.69
TOTAL	

Filing fee

Each party claimed reimbursement of the filing fee of $100.00.

7. Analysis

Section 7 of the Act provides that a party who fails to comply with the Act, the regulations, or the tenancy agreement must compensate the other party for any resulting damage or loss. Section 67 authorizes an arbitrator to determine whether damage or loss has occurred and to order payment where appropriate.

Rule 6.6 of the Residential Tenancy Rules of Procedure states that the person making a claim bears the onus of proving it, and the applicable standard of proof is a balance of probabilities. Where one party provides an account of events and the other provides an equally plausible but different account, the party making the claim has not met the burden of proof, and the claim must fail.

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 67 of the Act states 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.

Residential Tenancy Policy Guideline 16, *Compensation for Damage or Loss* (PG#16), provides guidance on assessing compensation claims and sets out a four-part test an applicant must satisfy to establish entitlement to a monetary award. In this case, the applicant must prove:

1. That the respondent failed to comply with the Act, the regulations, or the tenancy agreement;
2. That the applicant suffered damage or loss because of that non-compliance;
3. The value of the damage or loss; and

4. That the applicant took reasonable steps to mitigate the damage or loss.

7.1. Is the Landlord entitled to a Monetary Order for compensation?

Landlord's Evidence and Submissions

The Landlord stated that the tenancy was a fixed-term agreement running from June 21, 2025 to June 30, 2026, with rent set at $3,350.00 per month. A security deposit and pet deposit, each in the amount of $1,675.00, were collected at the beginning of the tenancy. With accumulated interest as calculated on the RTB website, the total of the deposits is currently $3,368.66.

The Tenant moved out on September 30, 2025 after giving what the Landlord described as only 15 days' notice, which he said was not the one full month required by the RTA for ending tenancies. The Landlord stated he did not accept early termination because this was a one-year fixed term. He therefore alleged the Tenant broke the tenancy agreement.

The Landlord said the Tenant did not pay rent for October 2025 and that he remained out of pocket for both October and November. He testified that the rental unit was re-rented on December 1, 2025, at a reduced rent of $3,000.00 after advertising the unit "everywhere." He asserted that it was "not rental season," which made it difficult to find new tenants quickly. He explained he began advertising the unit as soon as he received the Tenant's notice (September 15), and he posted it for $3,000.00, which he said was "less than the contract rent." The Landlord did not submit evidence of advertising, responses, viewings of the rental unit, or any other evidence demonstrating efforts to mitigate loss.

On this basis, the Landlord claimed entitlement to:

- October 2025 rent ($3,350.00)
- November 2025 rent ($3,35.000)

The Landlord also expressed that he had mortgage obligations, and that the loss of rent left him financially burdened. He emphasized that the Tenant's early departure caused him to incur these losses.

Tenant's Evidence and Submissions

The Tenant's case centers on misrepresentation concerning pet permissions and the Landlord's role in creating a tenancy that could not lawfully be performed.

The Tenant explained that before entering the tenancy, she explicitly told the Landlord she had two small dogs, even sending photographs. She testified that the Landlord granted clear approval for two dogs, which she relied on when signing the fixed-term agreement and paying the required money.

However, after she paid the rent and deposits and received the keys, she met with the strata building manager on June 23, 2025 and learned for the first time that the strata bylaws allowed only one dog per unit. She said this was the first time she heard of this restriction. She had already hired movers and had nowhere else to go. She explained she was a newly single mother with two young children and had no alternative but to move into the unit.

The Tenant testified that upon discovering the bylaw conflict, she immediately informed the Landlord. She said that on June 23, 2025, the Landlord sent her a text message stating, "I am so sorry but I am flexible and if you want to cancel the contract please let me know." The Tenant submitted a copy of this text message as evidence and said the Landlord did not revoke the offer.

Despite this early flexibility, the Tenant testified she attempted to make the tenancy work by separating her dogs, with her mother temporarily caring for one dog. She then spent 2.5 months searching for a new rental that would allow two dogs and accommodate her family. She eventually secured emergency subsidized housing that required her to be out by October 1, forcing her to take possession quickly. She said she gave 15 days' notice only because this was the first and only available pet-friendly, low-income unit she could secure.

The Tenant asserted she did not breach the tenancy agreement but was effectively forced to leave due to the Landlord's material misrepresentation regarding pet permissions. She claimed entitlement to:

- Return of all deposits
- Double the deposits
- Moving costs

Landlord's Reply

In reply, the Landlord disputed that he misrepresented anything. He claimed that when he bought the unit in 2022, strata rules permitted two pets, and he believed two small dogs were allowed. He said he told the Tenant they (the Tenant) "needed to check with the strata," and that she should call the building manager before moving. He stated that the Tenant "knew" a confirmation from strata was required.

The Landlord insisted the Tenant "knew" two dogs might not be allowed and that she learned this before moving in (which the Tenant firmly denied). He stated she had not fully moved in at the time she learned about the one-dog rule and therefore could have cancelled the tenancy earlier.

He also argued that he gave her "flexibility" only before she moved in, not after. He accused her of later deciding on her own to break the lease and claimed she never told him she was seeking new accommodations during the 2.5 months she remained in the unit. He argued she should have informed him sooner that she intended to leave.

The Landlord rejected the Tenant's suggestion that strata had informed him she was looking for a new place. He said her early-move-out decision was unilateral and unjustified. He also stressed he never told her to move out, never forced her to leave, and that she bore responsibility for giving proper notice under the fixed-term tenancy.

Finally, the Landlord rejected the Tenant's deposit-doubling claim, insisting that he filed a dispute resolution application the day after receiving her forwarding address (Oct 16), meaning he met the statutory requirement to avoid doubling.

Findings and Analysis

I have referenced Residential Tenancy Branch Policy Guideline 16 (Claims in Damages) together with sections 6 and 7 of the Residential Tenancy Act. Policy Guideline 16 provides that a party may claim compensation for loss resulting from the other party's failure to comply with the Act, the regulations, or the tenancy agreement. The guideline requires a finding that a failure to comply occurred, that a loss was suffered, and that the loss was caused by that failure. In assessing causation, the guideline directs consideration of whether the loss was a reasonably foreseeable result of the conduct. Policy Guideline 16 does not require proof of intent or bad faith; the focus is on whether the conduct occurred and whether it resulted in a compensable loss.

Based on the evidence before me, I find that the Landlord made an inaccurate representation to the Tenant that she was permitted to have two dogs in the rental unit. The Tenant had expressly disclosed, prior to entering the tenancy, that she had two dogs, and the Landlord approved this arrangement. Permission to have two dogs was a material term of the tenancy.

I find that the Tenant reasonably relied on this representation when she entered the fixed-term tenancy, paid rent and deposits, arranged movers, and took possession of the unit with her children and pets. After the Tenant had paid the required monies and received the keys, she learned for the first time that the applicable strata bylaws permitted only one dog per unit. As a result, the tenancy could not lawfully accommodate the Tenant's disclosed circumstances.

I find that the Tenant suffered loss as a direct result of the Landlord's inaccurate representation. She was unable to cancel the move-in once the strata restriction became known and had no immediate alternative housing available. The Tenant attempted to mitigate the impact of the misrepresentation by temporarily

separating her dogs and by remaining in the unit while actively searching for alternative accommodation that would permit two dogs. I find this response to be reasonable in the circumstances.

I also find that the Tenant relied on the Landlord's message of June 23, 2025, in which the Landlord acknowledged the error regarding pet permissions and indicated flexibility to cancel the tenancy or allow the Tenant to move out early. This acknowledgement supports the Tenant's evidence that the Landlord accepted responsibility for the misunderstanding and that the Tenant's eventual decision to vacate was connected to the Landlord's misrepresentation.

For these reasons, I find that the tenancy became untenable to the Tenant due to the Landlord's inaccurate representation regarding a material term of the tenancy. The Tenant did not breach the tenancy agreement; rather, the tenancy ended because of the Landlord's failure to ensure that the agreed-upon pet permissions complied with the applicable strata bylaws.

Accordingly, the Landlord is not entitled to compensation for loss of rental income for October and November. The early end of the tenancy flowed from the Landlord's misrepresentation and not from a unilateral or unjustified decision by the Tenant. In addition, the Landlord did not submit evidence demonstrating reasonable efforts to mitigate any alleged rental loss. Either basis is sufficient to dismiss the Landlord's claim for rent loss.

Accordingly, the Landlord's application is dismissed without leave to reapply.

7.2. Is the Tenant entitled to a Monetary Order for compensation?

The Tenant's claims relate to compensation for moving expenses and return of double the deposits. Each is addressed.

7.2.1. Is the Tenant entitled to reimbursement of moving expenses?

Tenant's Evidence and Submissions

The Tenant claimed moving expenses ($1,563.69) and submitted a receipt documenting the cost of $1,330.35. Under Policy Guideline 16 (Claims in Damages), a party may claim compensation for loss resulting from the other party's failure to comply with the Act, the regulations, or the tenancy agreement. The claimant must establish that a loss occurred, that the loss was caused by the other party's conduct, and that the loss was reasonably foreseeable.

Landlord's Evidence and Submissions

The Landlord argued that the Tenant is not entitled to moving expenses because the Tenant would have moved at some point regardless of the pet issue. The Landlord said the Tenant was in a fixed-term lease, was newly single, and was moving with her children, so moving costs were inevitable. The Landlord also suggested that the move to subsidized housing was a planned event, and therefore the Tenant's moving expenses were not caused by the Landlord's misrepresentation but were simply part of normal life.

The Landlord further argued that the Tenant's move was voluntary because she remained in the unit for approximately 2.5 months after learning of the strata pet restriction. The Landlord said this delay shows that the Tenant chose to stay and could have continued the tenancy by complying with the one-dog rule. The Landlord also argued that the Tenant failed to mitigate her losses because she did not notify the Landlord of her intention to move during that period and did not take steps to resolve the issue sooner. The Landlord maintained that the Tenant's relocation was prompted by the opportunity of subsidized housing rather than by the Landlord's misrepresentation, and therefore the moving costs are not compensable under Policy Guideline 16.

Findings and Analysis

I find that the Tenant incurred moving costs as a direct result of the Landlord's inaccurate representation that two dogs were permitted in the unit. The Tenant entered the tenancy in reliance on that representation, and only after moving in did she learn that the strata bylaws permitted only one dog. The tenancy was therefore untenable for the Tenant's circumstances. The Tenant attempted to

mitigate the impact by temporarily separating her dogs and by remaining in the unit while actively searching for alternative accommodation that would permit two dogs. Her decision to move after approximately 2.5 months was reasonable in the circumstances, given her family situation and the limited availability of suitable housing.

The Landlord argued that the moving costs would have been incurred in the normal course of events and therefore were not caused by the misrepresentation. This argument is not persuasive. Even if the Tenant may have moved at some point for unrelated reasons, the evidence establishes that the Tenant was forced to relocate sooner than she otherwise would have because the tenancy could not lawfully accommodate her two dogs. The timing and necessity of the move were directly caused by the Landlord's inaccurate representation and were reasonably foreseeable consequences of that conduct.

The Tenant provided a receipt for $1,330.35. The amount claimed exceeds the documented expense, and no evidence was provided to support the additional amount. Accordingly, the Tenant is awarded moving expenses in the amount of **$1,330.35**.

7.2.2. Is the Tenant entitled to return of the (doubling) deposits?

The Tenant applied for an order requiring the Landlord to return double the security deposit and double the pet damage deposit under section 38(6) of the Residential Tenancy Act. The Tenant said the tenancy ended on October 13, 2025, and that she provided her forwarding address in writing on October 14, 2025. The Tenant submitted that the Landlord did not return the deposits or apply to keep the deposits within 15 days and did not seek her written consent to retain any portion of the deposits.

The Tenant further submitted that the Landlord failed to complete a move-in condition inspection report and failed to complete a move-out condition inspection report, contrary to sections 23 and 35 of the Act. Under sections 24(2)(c) and 36(2)(a), she argued that the Landlord's right to claim against the security deposit

and pet damage deposit was extinguished, and that the extinguishment, combined with the Landlord's failure to return the deposits, engages section 38(6) requiring payment of double the deposits.

Findings and Analysis

I find that the Landlord failed to complete a move-in condition inspection report and failed to complete a move-out condition inspection report, contrary to sections 23 and 35 of the Residential Tenancy Act. Under sections 24(2)(c) and 36(2)(a), the consequence of this failure is that the Landlord's right to claim against the security deposit and pet damage deposit is extinguished. As a result, the Landlord is not entitled to make any deductions, and the deposits must be returned to the Tenant in full.

The remaining issue is whether the Tenant is entitled to double the deposits under section 38(6).

Section 38(1) requires a landlord, within 15 days after the tenancy ends and after receiving the tenant's forwarding address in writing, to either return the deposits, obtain the tenant's written consent to retain them, or apply for dispute resolution. Section 38(6) requires an arbitrator to order double the deposit only where the landlord has failed to comply with section 38(1).

In this case, although the Landlord did not return the deposits, I find that he filed an application for dispute resolution on October 16, 2025, within 15 days of both the end of the tenancy and receipt of the Tenant's forwarding address. That filing satisfies the requirement in section 38(1)(b) to "apply for dispute resolution."

I acknowledge that some past RTB decisions have interpreted section 38(1)(b) as requiring the landlord to specifically apply to retain the deposit. However, the Act does not expressly impose such a requirement. I adopt the interpretation that filing any dispute resolution application within the statutory 15-day period satisfies section 38(1)(b), even where the landlord is ultimately precluded from retaining the deposit due to non-completion of the required condition inspection reports.

While the Landlord's failure to comply with sections 23 and 35 extinguishes the right to claim against the deposits, that failure does not, on its own, trigger the doubling remedy in section 38(6). Because the Landlord applied for dispute resolution within the 15-day timeline required by section 38(1), the statutory precondition for doubling is not met.

Accordingly, I order the Landlord to return the security deposit and the pet damage deposit in full. The Tenant's request for double the amount of the deposits is dismissed.

I award the Tenant $3,368.66 the amount of the deposits and interest.

8. Filing fee

As the Tenant was successful in their application, I award the Tenant $100.00 for reimbursement of the filing fee.

9. Summary

I award the Tenant the following:

ITEM	AMOUNT
Moving expenses	$1,330.35
Deposits and interest	$3,368.66
Filing fee	$100.00
TOTAL	**$4,799.01**

10. Conclusion

I dismiss the Landlord's claim without leave to reapply.

I grant the Tenant a Monetary Order in the amount of **$4,799.01.**

The Tenant is provided with this Order in the above terms and the Landlord(s) must be served with this Order as soon as possible. Should the Landlord(s) fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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 *Residential Tenancy Act*.

Dated: January 19, 2026

Residential Tenancy Branch