



Dispute Resolution Services
Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

DECISION

Introduction

This hearing dealt with the Landlord's October 17, 2025 Application for Dispute Resolution under the *Residential Tenancy Act* (the "Act") for:

- compensation for monetary loss/other money owed
- authorization to retain the security deposit for compensation
- recovery of the Application filing fee.

The Tenant's October 31, 2025 Application, crossed to that of the Landlord in this hearing:

- compensation for monetary loss/other money owed

The Tenant and the Landlord both attended the scheduled hearing.

Service of the Notice of Dispute Resolution Proceeding and evidence

The Tenant confirmed the Landlord's service of the Notice of Dispute Resolution Proceeding, hearing information, and evidence. The Landlord provided evidence for their own Application, as well as a second time, in response to the Tenant's Application.

The Landlord confirmed the Tenant's service of the Notice of Dispute Resolution Proceeding associated with the Tenant's Application. The Tenant stated they did not serve evidence separately to the Landlord – for this reason, I give no consideration to the Tenant's evidence in this matter. Doing so would be procedurally unfair to the Landlord.

Issues to be Decided

The Landlord confirmed the Tenant's payment of two months' rent (\$4,516, September and October 2025) on October 18 and 19. The Landlord confirmed the Tenant's payments on October 30. The Landlord returned the entire security deposit amount to the Tenant, as well as a per diem balance for the dates in October after the tenancy ended.

I conclude the Landlord withdraws this claimed amount – the entirety of their claim for unpaid rent – from this Application, confirmed by the Landlord in the hearing. The sole issue remaining on the Landlord's Application is listed below.

Issues to be Decided

- a. Is the Tenant entitled to compensation for monetary loss/other money owed?
- b. Is the Landlord eligible for recovery of the Application filing fee?

Background and Evidence

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

The Landlord provided a copy of the tenancy agreement they had in place with the Tenant, for the tenancy starting on September 1, 2025. The tenancy was set for a fixed term, to end on August 31, 2026.

The rent was \$2,258 per month, payable on the 1st of each month.

- *Is the Tenant entitled to compensation for monetary loss/other money owed?*

The Landlord in the hearing, and in writing, provided a timeline that the Tenant stated was correct:

- the Tenant paid the security deposit on July 31, 2025
- the Tenant did not attend a move-in inspection – the Landlord emailed to the Tenant on September 1 to arrange this, and asked for the September rent; however, the Tenant's phone was disconnected

- the Landlord presented that they attempted to schedule the inspection 5 times in total, with the Tenant confirming an appointment twice but not attending
- the Tenant's payment on September 22 was "NSF" – by September 30, the Landlord received no rent payment for September, and the Tenant had not obtained the keys for the rental unit
- on October 1, the Landlord again attempted a move-in inspection (the handover to the Tenant of the rental unit)
- on October 8, the Landlord confirmed that the October rent payment was incomplete (*i.e.*, NSF)
- the Landlord issued/served a tenancy-end notice for unpaid rent on October 8 – then received no payment from the Tenant within 5 days, and no indication that the Tenant brought the matter to the Residential Tenancy Branch to challenge the tenancy-end notice
- the Landlord attempted payment withdrawal again on October 13 and October 15, and notified the Tenant of NSF again on October 17
- the Tenant paid \$2,500 on October 18, and \$2,141 on October 19
- on October 30, the Tenant contacted the Landlord to arrange for a move-in inspection – the Landlord informed the Tenant that the tenancy had ended on October 21

The Landlord refunded the Tenant's security deposit in full, as well as the remainder of October rent balance (*i.e.*, October 21 to October 31), on November 4, 2025.

In their Application, the Tenant seeks the return of September and October rent (\$4,516), and two months paid for storage lockers (\$1,600) because the Tenant could not move into the rental unit. The Tenant on the Application listed storage amounts (\$895.21, \$1,158.80). The Landlord reiterated that the Tenant did not provide evidence of their payments for storage (*i.e.*, no proof-of-payment evidence).

The Tenant in the hearing presented that by the end of October they were still ready to move into the rental unit, even after they had paid the balance for two months' owed rent.

The Tenant presented that the Landlord did not inform them, before the end of October, that the tenancy was over and they would thus not be allowed to take possession. In

line with this, the Tenant stated they did not see the tenancy-end notice the Landlord forwarded via email in early October.

In sum, the Tenant presented that they paid full rent for September and October, while not knowing the Landlord had ended the tenancy. This is the basis for the Tenant seeking a full refund of September and October rent they paid.

- *Is the Landlord eligible for recovery of the Application filing fee?*

The Landlord paid the Application filing fee amount of \$100 on October 17, 2025.

Analysis

In general, a party that makes an application for compensation against the other party has the burden to prove their claim. This burden of proof is based on a balance of probabilities. An award for compensation is provided for in s. 7 and s. 67 of the *Act*.

To be successful in a claim for compensation, an applicant has the burden to provide sufficient evidence to establish the following four points:

- that a damage or loss exists;
 - that a damage/loss results from a violation of the *Act* and/or tenancy agreement;
 - the value of the damage or loss; and
 - steps taken, if any, to mitigate the damage/loss.
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- *Is the Tenant entitled to compensation for monetary loss/other money owed?*

I find the Tenant was seemingly unaware of the payment method from the outset of the tenancy. The Tenant presented this in vague terms in the hearing. I conclude that, despite repeated requests from the Landlord – both for rent payment, and for the Tenant to actually move into the rental unit – the Tenant did not rectify the situation as they were legally obligated to. The Tenant signed the tenancy agreement, which bound them to the legal obligation to pay rent to the Landlord. The Landlord could not have some other tenancy start in the rental unit while this remained unresolved.

I find the Landlord correctly issued a tenancy-end notice for unpaid rent. The Tenant was unaware of this as well, at least until the Tenant made the move to pay rent for September and October to the Landlord in late October.

I conclude the Tenant was legally obligated to pay rent for September and October, for each month, on the 1st as per the agreement. The responsibility for not moving in, as well as losing the right to do so (by not challenging the Landlord's tenancy-end notice, and also not paying the required rent in short order as per the law) lies entirely with the Tenant.

I conclude there is no refund for rent amounts owed by the Tenant. The Landlord dutifully refunded a portion of October rent for time the tenancy had ended, and returned the security deposit in full.

I dismiss the Tenant's claim for a paid rent refund, without leave to reapply. Quite simply, a tenant cannot expect a tenancy to continue where they did not move into the rental unit, and did not pay rent for two months ongoing, and after the Landlord served a tenancy-end notice.

The Tenant paid for storage over this timeframe. The Tenant provided no proof thereof to the Landlord for this hearing. Such as it is, the Tenant listed two amounts on this Application, with no information provided to the Landlord to prove those amounts. The Tenant had the full opportunity to serve evidence to the Landlord for this hearing yet did not. The Landlord would be prejudiced if I made some compensation award to the Tenant on an unverified basis. For this reason, I dismiss the Tenant's claim for storage costs.

In sum, I dismiss the Tenant's claim for monetary loss/other money owed stemming from this tenancy, without leave to reapply.

- *Is the Landlord eligible for recovery of the Application filing fee?*

Despite the fact they effectively had no claim at the hearing stage, I find the Landlord was successful in this Application, insofar as the Tenant's claim for compensation is dismissed. I grant recovery of the Application filing fee in full to the Landlord. I find this is a form of nominal compensation, where the Landlord throughout this tenancy was forced to communicate repeatedly with the Tenant on rent payments and even the Tenant's move into the rental unit.

Conclusion

For the reasons set out above, I dismiss the Tenant's Application in its entirety, without leave to reapply.

I provide the Landlord with a monetary order for recovery of the Application filing fee. The Landlord must serve it to the Tenant as soon as possible. Should the Tenant fail to comply with this Monetary Order, the Landlord may file this Monetary Order in the Small Claims Division of the Provincial Court where it will be enforced as an Order of that Court.

I make this decision on the authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: January 21, 2026

Residential Tenancy Branch