



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Introduction

This hearing was convened in response to cross applications.

The Landlord filed an Application for Dispute Resolution, in which the Landlord applied for a monetary Order for unpaid rent or utilities, to retain all or part of the security deposit, and to recover the fee for filing an Application for Dispute Resolution.

The Tenant filed an Application for Dispute Resolution, in which the Tenant applied for the return of the security deposit and to recover the fee paid for filing an Application for Dispute Resolution.

The participants were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each participant affirmed they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The participants were advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. The participants affirmed they would not record any portion of these proceedings.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

MM stated that the Landlord's Application for Dispute Resolution and Proceeding Package was personally served to TS on November 06, 2025. **TS** acknowledged receipt of these documents. I therefore find these documents were served in accordance with section 89 of the Act.

TS stated that the Tenant's Application for Dispute Resolution and Proceeding Package was served to EV by registered mail on November 09, 2025. EV stated that these

documents were received by regular mail. Based on the testimony provided, I find that these documents were sufficiently served, in accordance with section 71(2) of the Act.

Service of Evidence

On November 06, 2025, the Landlord submitted evidence to the Residential Tenancy Branch. EV stated that this evidence was served to TS with the Proceeding Package. TS acknowledged receipt of this evidence, and it was accepted as evidence for these proceedings.

On November 09, 2025, the Tenant submitted evidence to the Residential Tenancy Branch. TS stated that this evidence was served to EV with the Proceeding Package. EV stated that no evidence was received with the Proceeding Package. Sas TS submitted no evidence to corroborate what documents were served to the Landlord on November 09, 2025, such as a photograph of the documents attached, I find that TS has failed to establish that evidence was served to the Landlord. The Tenant's evidence was therefore not accepted as evidence for these proceedings.

The parties were advised that the hearing would proceed, that the Tenant could refer to documents submitted in evidence, and that I would consider an adjournment if, at any time during the hearing, the Tenant requested an adjournment for the purposes of re-serving their evidence. As the Tenant did not request an adjournment, the hearing was concluded on January 29, 2025.

Preliminary Matter

Although the Landlord has applied for compensation for unpaid rent, it is readily apparent that the Landlord is seeking lost revenue for November of 2025 because the Tenant vacated the unit in October of 2025, without proving proper notice. TS acknowledged that they were aware they Landlord was claiming compensation because rent had not been paid for November of 2025. As the Tenant is aware of the nature of this claim, I will consider a claim for lost revenue for November of 2025.

Issue(s) to be Decided

Is the Landlord entitled to a monetary Order for lost revenue from Novemebr of 2025?

Should the security deposit be retained by the Landlord or returned to the Tenant?

Is either party entitled to recover the fee paid to file an Application for Dispute Resolution?

Background and Evidence

The Landlord and the Tenant agree that:

- this tenancy began on November 01, 2024
- rent of \$1,500.00 was due by the first day of each month
- rent was not paid for November of 2025.

EV stated that:

- the Tenant paid a security deposit of \$750.00 on October 05, 2024
- on October 15, 2025 the Tenant sent the Landlord an email, in which they declared they were vacating the rental unit at the end of October of 2025
- the rental unit was vacated on October 15, 2025
- on October 17, 2024, the Tenant sent the Landlord an email with an INCORRECT forwarding address
- when the Landlord received the email on October 17, 2025, they searched the forwarding address provided, and concluded it did not exist
- on November 06, 2025, the Tenant sent the Landlord an email, in which the Tenant provided a corrected forwarding address
- on October 17, 2025, the Landlord began advertising the rental unit on two popular websites
- a new tenant was found for December 01, 2025.

TS stated that:

- the Tenant paid a security deposit of \$750.00 on November 01, 2024
- on October 15, 2025 the Tenant sent the Landlord an email, which declared they were vacating on October 15, 2025
- on October 16, 2025, the Tenant sent the Landlord an email, which declared the unit was fully vacated
- the rental unit was vacated on October 10, 2025
- on October 15, 2024, the Tenant sent the Landlord an email with an INCORRECT forwarding address
- on October 18, 2025, the Tenant sent the Landlord an email, in which the Tenant provided a corrected forwarding address
- they did not provide a copy of the email that was sent on October 18, 2025.

Analysis

Based on the undisputed evidence, I find that:

- at the end of this tenancy, monthly rent was \$1,500.00

- rent was due by the first day of each month
- on October 15, 2025, the Tenant sent the Landlord an email declaring they would be vacating the rental unit on, or before, October 31, 2025
- the rental unit was vacated in October of 2025
- the Tenant did not pay rent for Novemebr of 2025.

I find this tenancy end when the rental unit was vacated in October of 2025, pursuant to section 44(d) of the Act.

I find that the Tenant breached section 45(1) of the Act when they ended this tenancy without providing the Landlord with one month's written notice of their intent to vacate the rental unit.

I further find that the late notice to vacate provided by the Tenant made it difficult for the Landlord to find new tenants for the rental unit for the following month, as it prevented the Landlord from advertising the rental unit at the beginning of the month, which is when people are typically looking for rental unit.

I find that the Landlord made reasonable efforts to re-rent the unit but, in spite of those efforts, the Landlord lost revenue for November of 2025. I find the Landlord would not have lost revenue for that month if the Tenant had remained in the unit until they gave proper notice to end the tenancy. I therefore find the Tenant must pay \$1,500.00 to the Landlord for lost revenue from November of 2025.

Section 38(1) of the *Act* stipulates that within 15 days after the later of the date the tenancy ends and the date the landlord receives the tenant's forwarding address in writing, the landlord must either repay the security deposit and/or pet damage deposit or file an Application for Dispute Resolution claiming against the deposits.

Based on EV's testimony and the tenancy agreement submitted by the Landlord, I find that the Tenant paid a security deposit of \$750.00 on October 05, 2024.

Based on EV's testimony and the email submitted in evidence by the Landlord, I find that on October 17, 2024, the Tenant sent the Landlord an email, in which the Tenant declared they were providing a forwarding address. Based on the undisputed evidence, I find that the address provided in the email is not a correct forwarding address for the Tenant. I therefore find that the Tenant did not provide a proper forwarding address on October 17, 2025.

Based on EV's testimony, I find that the Tenant provided the Landlord with a correct forwarding address, via email, on November 06, 2025.

I find that the Tenant has submitted insufficient evidence to establish that they served a correct forwarding address to the Landlord prior to November 06, 2025. In reaching this conclusion, I was influenced by the Tenant's testimony that they did not provide the Residential Tenancy Branch with a copy of the email they allegedly sent on October 18, 2025, which allegedly contained a correct forwarding address.

In the absence of evidence to establish that a correct forwarding address was provided prior to November 06, 2025, I rely on EV's testimony that one was received on November 06, 2025.

Residential Tenancy Branch records show that the Landlord filed their Application for Dispute Resolution on November 03, 2025. Residential Tenancy Branch records show that the Landlord did not cite a mailing address for the Tenant on their Application for Dispute Resolution.

Section 38(1) of the *Act* stipulates that within 15 days after the later of the date the tenancy ends and the date the landlord receives the tenant's forwarding address in writing, the landlord must either repay the security deposit and/or pet damage deposit or file an Application for Dispute Resolution claiming against the deposits. As the Landlord filed their Application for Dispute Resolution on November 03, 2025, which is prior to receiving the forwarding address on November 06, 2025, I find the Tenant has failed to establish that the Landlord did not comply with section 38(1) of the *Act*.

Section 38(6) of the *Act* stipulates that if a landlord does not comply with subsection 38(1) of the *Act*, the landlord must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable. As there is insufficient evidence to establish that Landlord did not comply with section 38(1) of the *Act*, I find the Landlord is not subject to the penalty imposed by section 38(6) of the *Act*.

Pursuant to section 72(2) of the *Act*, I authorize the Landlord to retain the Tenant's security deposit of \$750.00 plus interest of \$12.07, in partial satisfaction of the Landlord's claim.

As the Landlord has established a right to retain the Tenant's security deposit, I dismiss the Tenant's application for the return of the deposit, without leave to reapply.

I find that the Landlord's Application for Dispute Resolution has merit and that the Landlord is entitled to recover the cost of filing their Application for Dispute Resolution.

I find that the Tenant has failed to establish the merit of their Application for Dispute Resolution, and I dismiss their application to recover the cost of filing this Application for Dispute Resolution, without leave to reapply.

Conclusion

The Tenant's Application for Dispute Resolution is dismissed, without leave to reapply.

The Landlord has established a monetary claim, in the amount of \$1,600.00, which includes \$1,500.00 for lost revenue, and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution. Pursuant to section 72(2) of the *Act*, I authorize the Landlord to keep the Tenant's security deposit of \$762.07, in partial satisfaction of the monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance of \$837.93. If the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims 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 *Act*.

Dated: January 29, 2026

Residential Tenancy Branch