



DECISION

Introduction

Pursuant to section 58 of the Residential Tenancy Act (the Act), I was designated to hear linked applications.

The Tenant's December 1, 2025, Application for Dispute Resolution under the Act is for:

- A Monetary Order for loss under the Act, the regulation or tenancy agreement, pursuant to section 67 of the Act;
- An Order finding that the tenancy has ended due to a frustrated tenancy agreement pursuant to section 56.1 of the Act.

The Landlord's December 16, 2025, Application for Dispute Resolution under the Act is for:

- A Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act;
- A Monetary Order for unpaid rent and utilities, pursuant to section 67;
- A Monetary Order for loss under the Act, the regulation or tenancy agreement, pursuant to section 67 of the Act;
- An authorization to retain all or a portion of the security deposit, under section 38;
- An authorization to recover the filing fee for this application, under section 72.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

The Landlord acknowledges receiving the Tenant's Proceeding Package via email.

The Landlord states that they served the Proceeding Package via email by responding to the Tenant's Proceeding Package email. I conclude that the Tenant is duly served in accordance with the Act.

Service of Evidence

The Landlord states that they did not receive any evidence from the Tenant.

The Landlord states that they provided a Google-drive link in their Proceeding Package email, and that all evidence was available when they sent the email. The Landlord has provided a copy of the outgoing email to substantiate proof of service. I conclude that the Landlord's evidence was served on the Tenant in accordance with the Act.

Preliminary Matters

Should the hearing proceed without the Tenant?

I observe that there was an email from the Tenant to the Landlord on November 23, 2025, stating that they were withdrawing their dispute and sought confirmation for both parties to "move forward respectfully and without further issues." However, on file, there is no withdrawal. The Landlord states they did not agree to any withdrawal of the Tenant's dispute, and that he sent reminders to the Tenant about the hearing.

The Landlord and I were in the teleconference for a total of 125 minutes, until 1:05 PM. I checked the internal case management system the day of the hearing for any record of contact from the Tenant. Rule of Procedure 7.8 requires the Tenant to have a representative attend the hearing and ask for an adjournment if they require one.

The Landlord was ready to proceed. In the absence of any contact from the Tenant to request an adjournment, I proceeded with the hearing as permitted by Rule 7.3.

Tenant did not attend the hearing – claims dismissed without leave to reapply

The Tenant claimed \$1,500.00 compensation for harassment, intimidation, and retaliation, constructive eviction, illegal lock change and lack of key, emotional distress, costs of repairs and repainting, time lost, moving/storage costs, landlord's threats and bad-faith conduct. The Tenant also claimed that the tenancy was frustrated.

The Tenant's claims required their attendance to establish the burden of proof. The Tenant did not attend the hearing to present any arguments, evidence or testimony. Therefore, the Tenant's claims are dismissed without leave to reapply.

Issues to be Decided

Is the Landlord entitled to compensation for damage to the rental unit or common areas?

Is the Landlord entitled to compensation for unpaid rent and/or utilities?

Is the Landlord entitled to compensation for loss under the Act, regulation and/or tenancy agreement?

Is the Landlord authorized to retain any portion of the security deposit? Should the security deposit be doubled due to a failure of the Landlord to comply with section 38 of the Act?

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

Background

Based on the undisputed evidence and testimony of the Landlord, this tenancy started on January 1, 2024, and rent was \$1,500.00 due on the first day of each month for the entire duration of the tenancy. The rental unit was furnished, and the tenancy agreement includes a list of all furnishings that were included in the rent.

The Landlord states that the Tenant provided notice to end the tenancy on November 26, 2025, and that they vacated on short notice on November 30, 2025.

Facts and Analysis

Is the Landlord entitled to compensation 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

I have assessed each claim as it appears on the Monetary Order Worksheet, with the exception of cleaning claims which are assessed together because they are related. The Landlord claims that the Tenant purposely damaged the rental unit and furnishings before they vacated due to their disagreements and deterioration of the tenancy relationship.

The Landlord states that there was no move-in or move-out condition inspection, and therefore I will rely on the photographic evidence before me to determine if any loss has occurred with respect to damage. I note the Landlord asserts that the Tenant 'trashed' the unit prior to vacating and removed some of the furnishings.

Missing cutlery/silverware - \$109.10

The Landlord says that the Tenant removed several kitchen-based furnishings and items such as cutlery and silverware as well as cups and bowls.

The Landlord has provided two receipts which total \$87.72 and says that the third receipt was misplaced. The items on the receipt largely include kitchen cutlery, silverware, bowls, and other kitchen items. They also include non-kitchen related items.

Considering the lack of all receipts, the fact that the receipts include some items not included in the claim, I have decided to award nominal damages in the amount of \$54.55 which is half the claim because I conclude that it is more likely that the Tenant did remove the kitchen items as argued by the Landlord.

50' TV - \$559.83

The Landlord states that the Tenant damaged the TV, which was new at the outset of the tenancy. The Landlord has provided a photo of the TV, which is turned on, and the picture is completely dysfunctional and no longer works properly.

To substantiate the value of the loss, the Landlord has provided the receipt of the original TV which cost \$399.95 plus tax plus a \$7.50 recycling fee which totals \$455.44 in value.

Based on the undisputed evidence and testimony before me, I award \$455.44 to cover the cost of the original TV which I conclude the Tenant likely deliberately damaged.

Ottoman stools x2 and bedframe - \$328.25

The Landlord has provided photos of the cracked bedframe and the broken ottoman stools.

The Landlord has also provided receipts of the new bedframe, as well as the original purchase of the ottoman stools. I observe that the bedframe alone amounts to the amount claimed for these items.

I conclude it is more likely that the Tenant was responsible for the damage, and that the damage was deliberate. I have decided to award the full claim.

Landlord assembling bedframe 3 hours - \$120.00

The Landlord states that they had to assemble the new bedframe, which took three hours of labour to which the Landlord is charging the Tenant \$40.00 per hour. The Landlord says this was cheaper than having the bedframe assembled by the retailer.

I conclude that this is a reasonable cost, and I agree that this was an effort for the Landlord to mitigate the loss. I award the full claim.

Bathroom linoleum discolouration - \$1,445.47

The Landlord said that the Tenant taped the bathroom fan to conceal their smoking, which resulted in the discolouration of the linoleum flooring. The Landlord has provided a quote of the full replacement and labour, and a photo of the taped-up bathroom fan.

Although I agree it is likely that some discolouration of the flooring was due to the Tenant smoking in the bathroom, I disagree that it is reasonable to completely replace the flooring at this time.

Therefore, I have decided to award 30% of the amount claimed to represent the value of the loss in value of the bathroom flooring in the amount of \$433.64.

Housekeeping cleaning 2.5 hours - \$150.00

Landlord and wife manual cleaning 6 hours - \$240.00

The Landlord states that the rental unit was not reasonably clean, and on the contrary, was extremely messy after the Tenant vacated. The Landlord had to hire cleaners and had to utilize his own labour in addition to his wife's labour to clean the unit and to remove the items that were broken or damaged by the Tenant.

I have reviewed the photos of the rental unit as provided by the Landlord and I conclude that the rental unit was not reasonably clean as required of tenants when they vacate as per section 37(2) of the Act. I also agree that the amount of labour and cleaning as claimed by the Landlord is a reasonable amount of compensation which accurately reflects the loss experienced by the Landlord and therefore, I award the full claims.

Lamp - \$28.13

The Landlord states that a lamp was missing after the Tenant vacated. The Landlord has provided a quote for a typical lamp. I conclude that the most likely explanation for the missing lamp is that the Tenant removed the lamp from the rental unit. I find the quoted lamp to be a reasonably accurate portrayal of the Landlord's loss and award the full claim.

Wardrobe - \$368.48

The Landlord has provided photos of the wardrobe that the Landlord says had the shelves purposely broken by the Tenant. The Landlord has also provided a quote of a new wardrobe to replace the broken one.

I agree that the wardrobe was broken beyond repair, and I conclude the most likely explanation for the broken wardrobe is that the Tenant deliberately broke it.

Therefore, I award the full claim.

Painting (including ceiling) - \$500.00

The Landlord states that they had to do some repainting in the rental unit, however, the Landlord has not provided any quotes.

I conclude that the Landlord has failed to meet the burden of proof for this alleged loss, specifically the value of the loss. Therefore, this claim is dismissed without leave to reapply.

Patio door window latch - \$168.00

The Landlord has presented a photo of the patio door window latch, which is broken off. The Landlord states they have only received a verbal quote.

Given that the quote was verbal and given the fact that latches usually endure significant wear and tear, I conclude that the fair and accurate value of the loss is half the amount of the claim in the sum of \$84.00 – even if I accept that the Tenant broke it.

Therefore, I award the Landlord nominal damages in the amount of \$84.00.

Is the Landlord entitled to compensation for unpaid rent and/or utilities?

The Landlord states that the Tenant had originally advised that they would repair some of the damage and help the Landlord present the unit for prospective renters so that it can be rented in the new year. The original plan was for the Tenant to vacate on December 31, 2025. However, the Tenant changed their mind in late November 2025. The Tenant provided a notice to end tenancy on November 26, 2025, and vacated by November 30, 2025.

The Landlord asserts that this is too little notice, and that the Landlord was unable to find new renters for December 2025. Therefore, the Landlord is seeking the loss of rental income for this month.

Section 45(1) of the Act indicates that a tenant may end a periodic tenancy by giving notice to end the tenancy effective on a date that is not earlier than one month after the date that the landlord receives the notice and is the day before the next payable rental period.

Based on section 45(1), the earliest lawful effective date of the Tenant's notice to end tenancy provided on November 26, 2025, would have been December 31, 2025. The Landlord only had a few days to re-rent if any effort was to be made to recover December 2025 rent – however, given the status of the rental unit, this was not reasonably possible.

Therefore, I award the Landlord December 2025 rent in the amount of \$1,500.00 because the Tenant did not provide enough notice, which resulted in a loss of rental income.

Is the Landlord entitled to compensation for loss under the Act, regulation and/or tenancy agreement?

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

80 hours case preparation for multiple (previous) dispute files - \$2,800.00

Evidence thumb drives - \$15.00

Loss of quiet enjoyment, stress, harassment - \$3,000.00

15 hours preparation for current dispute file - \$525.00

The Landlord does not enjoy any right to quiet enjoyment under the Residential Tenancy Act, and therefore that claim is dismissed without leave to reapply.

As for the other claims, they are clearly related to the dispute process itself. There is no part of the Act that deals with legal costs or arbitration fees in relation to participation in a legal dispute. In absence of an acceptable contractual obligation, claims must be rooted in contravention(s) of the Act or regulation, and the chain of causation for the loss must stop at compensation for the loss itself, not at costs related to how a party decides to make their arguments – such as by hiring a lawyer/advocate/agent or acting as their own representative to make the arguments related to the alleged contravention(s). Accordingly, these claims are dismissed without leave to reapply.

Is the Landlord authorized to retain any portion of the security deposit? Should the security deposit be doubled due to a failure of the Landlord to comply with section 38 of the Act?

The Landlord says that, as of the date of the hearing, they have not received the Tenant's forwarding address. Therefore, the Landlord has made claims against the Tenant's security deposit within the allowable time limit, given that the tenancy ended on November 30, 2025.

Under section 72 of the Act, I authorize the Landlord to retain the full security deposit, including all interest, valued at \$778.07, in partial satisfaction of the Landlord's monetary awards.

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

Given that their claims were partially successful, I authorize the Landlord to recover their \$100.00 filing fee from the Tenant.

Conclusion

I grant the Landlord a Monetary Order in the amount of **\$3,084.42** under the following terms:

Monetary Issue	Granted Amount
December 2025 loss of rental income	\$1,500.00
Missing cutlery/silverware	\$54.55
TV	\$455.44
Ottoman stools x2 and bedframe	\$328.25
Bedframe assembly	\$120.00
Bathroom linoleum discolouration	\$433.64
Cleaning	\$390.00
Lamp	\$28.13
Wardrobe	\$368.48
Patio door window latch	\$84.00
Filing fee	\$100.00
Security deposit plus interest	-\$778.07
Total Amount	\$3,084.42

The Tenant must be served with **this Order** as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed and enforced in the Small Claims Court of British Columbia if equal to or less than \$35,000.00. Monetary Orders that are more than \$35,000.00 must be filed and enforced in the Supreme Court of British Columbia.

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 20, 2026

Residential Tenancy Branch