



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes TT: MNSDS-DR, FFT
 LL: MNRL-S, MNDL-S, MNDCL-S, LRSD, FFL

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties under the *Residential Tenancy Act* (the “Act”).

The Tenants’ Application for Dispute Resolution was made on August 7, 2025, (the “Tenants’ Application”). The Tenants applied for the following relief, pursuant to the *Act*:

- an order granting the return of all or part of the security deposit; and
- an order granting recovery of the filing fee.

The Landlord’s Application for Dispute Resolution was made on August 17, 2025, (the “Landlord’s Application”). The Landlord applied for the following relief, pursuant to the *Act*:

- a monetary order for money owed for compensation, damage or loss;
- an order to retain the security deposit; and
- an order granting recovery of the filing fee.

The Tenant, the Landlord, and the Landlord’s Agent attend each of the three hearings at the appointed date and time and provided affirmed testimony. The original hearing took place on October 23, 2025 and was adjourned to allow the Landlord additional time to review the Tenants’ evidence. The first reconvened hearing took place on November 27, 2025 and was adjourned to allow the Landlord an opportunity to re-serve their evidence to the Tenant. The second reconvened and final hearing took place on January 22, 2026.

The parties confirmed service and receipt of their respective Proceeding Packages and evidence packages following the adjournments. I find these documents were sufficiently served pursuant to Section 71 of the Act.

Issue(s) to be Decided

1. Is the Landlord entitled to a monetary order for money owed, compensation, damage, or loss pursuant to Section 67 of the *Act*?
2. Is the Landlord entitled to an order granting recovery of the filing fee, pursuant to Section 72 of the *Act*?
3. Is the Landlord entitled to retain the Tenants' security deposit pursuant to Section 38 of the *Act*?
4. Are the Tenants entitled to an order granting the return of the security deposit, pursuant to Section 38 of the *Act*?
5. Are the Tenants entitled to an order granting recovery of the filing fee, pursuant to Section 72 of the *Act*?

Background and Evidence

The parties agreed the tenancy started on November 1, 2023. The parties agreed they entered into a new fixed term tenancy agreement on November 1, 2024 which was meant to continue at least until October 31, 2025. The parties agreed the Tenants were required to pay rent in the amount of \$3,726.00 which was due on the first day of each month. The parties agreed the Tenants paid a security deposit in the amount of \$1,800.00 which the Landlord continues to hold. The parties agreed the tenancy ended early on May 31, 2025.

Tenants' Claim

The Tenants are claiming for the return of their security deposit. The parties agreed the Landlord is currently holding the Tenants' security deposit in the amount of \$1,800.00. The parties agreed the Landlord was provided with the Tenants' forwarding address on June 12, 2025. While the Landlord confirmed they received the Tenants' forwarding address, they stated it was wrong, as the Landlord submitted an application to retain the Tenants' security deposit on June 15, 2025 and mailed the documents to the Tenants' forwarding address, which was later returned as unclaimed. The Landlord confirmed they later withdrew their application to retain the Tenant's security deposit before re-applying on August 17, 2025. The Tenant stated the forwarding address provided to the Landlord was their forwarding address as the Tenants were staying with a family

member, where they could receive their deposit. The Tenants are claiming for the return of their filing fee.

Landlord's Claims

The Landlord submitted an updated monetary order worksheet containing a list of monetary claims which have been reproduced below;

The Landlord is claiming \$1,760.00 for cleaning the rental unit. The Landlord stated the Tenants abandoned the rental unit May 31, 2025, and left the rental unit very dirty. The Landlord provided a quote and pictures in support of the cost associated with cleaning the unit. The Tenants stated they did not abandon the rental unit. The Tenant stated they provided their notice to end tenancy to the Landlord on May 3, 2025 on "Whats App". The Tenant stated the Landlord responded and began conducting showings throughout May 2025. The Tenant stated they left the rental unit clean and provided a video showing the condition of the unit. A copy of the move in condition inspection report as submitted in evidence.

The Landlord is claiming \$11,025.00 for repainting the rental unit. The Landlord stated the Tenants damaged the walls in the rental unit which required repainting. The Landlord stated the rental unit was last painted in 2019. The Landlord provided pictures and an invoice in support. The Tenant stated they returned the rental unit in the same condition as when they moved in. The Tenant provided a video of the rental unit at move out in support.

The Landlord is claiming \$1,600.00 for lawn care and cleaning up the outside of the home. The Landlord stated it was the Tenants' responsibility to maintain the landscaping at the rental property. The Landlord stated the Tenants failed to do so, which resulted in an overgrown yard at the end of the tenancy. The Landlord stated the Tenants overfilled the garbage can which resulted in garbage being scattered around the driveway. The Landlord provided a copy of the invoice and pictures in support. The Tenant stated they maintained the landscaping and provided pictures and a video in support. The Tenant stated there were homeless individuals who would go through the garbage, which may explain the mess of garbage.

The Landlord is claiming \$14.09 for key cutting. The Landlord stated the Tenants did not return all their keys at the end of the tenancy. The Landlord was required to get additional copies. The Tenant stated they gave their keys to the downstairs tenant as the Landlord did not attend on the last day of the tenancy.

The Landlord is claiming for reimbursement on the following utilities, Fortis Gas \$412.70, BC Hydro \$196.11, and \$280.19 for water bill. During the hearing, the Tenant agreed to compensate the Landlord for each of these bills totaling \$889.00.

The Landlord is claiming \$3,726.00 for loss of rent for June, July, August, September, and October 2025, totaling \$18,630.00. The Landlord stated the Tenants ended their fixed term tenancy early, through “whats app” which is not in the proper form. The Landlord stated they made efforts to re-rent the rental unit, however, given the amount of cleaning and repairs needed, the Landlord was unable to re-rent the unit until January 1, 2026. The Landlord is claiming for loss of rent until the end of the fixed term tenancy. The Tenant stated the rental unit was in good condition at the end of the tenancy. The Tenant stated they ended their tenancy early as there were issues with the kitchen hood range, there was a broken fence which took the Landlord 3 months to fix, their vehicle had been broken into which raised concerns around safety, and there was some conflict with the Landlord during a unit inspection. As such, the Tenant felt entitled to ending the fixed term tenancy early.

The Landlord is claiming to retain the Tenants’ security deposit towards their claims, as well as to recover the filing fee paid to make the Application.

Analysis

Based on all of the above, the evidence and testimony, and on a balance of probabilities, I find:

Section 67 of the *Act* empowers me to order one party to pay compensation to the other if damage or loss results from a party not complying with the *Act*, regulations or a tenancy agreement.

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided for in sections 7 and 67 of the *Act*. An applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and

4. That the party making the application did what was reasonable to minimize the damage or loss.

In this case, the burden of proof is on the Landlord to prove the existence of the damage or loss, and that it stemmed directly from a violation of the Act, regulation, or tenancy agreement on the part of the Tenants. Once that has been established, the Landlord must then provide evidence that can verify the value of the loss or damage. Finally, it must be proven that the Landlord did what was reasonable to minimize the damage or losses that were incurred.

The Landlord's Claim

The Landlord is claiming \$1,760.00 for cleaning the rental unit. I find the condition inspection report at move in refers to the rental unit being professionally cleaned. I find the Landlord has provided sufficient evidence to demonstrate the rental unit required further cleaning at the end of the tenancy. As such, I award the Landlord **\$1,760.00** for cleaning.

The Landlord is claiming \$11,025.00 for repainting the rental unit. The Landlord stated the Tenants damaged the walls in the rental unit which required repainting. The Landlord stated the rental unit was last painted in 2019. According to Policy Guideline 40, the useful life of interior paint is 6 years. Therefore, I find the interior walls of the rental unit had reached the end of their useful life, and would require painting, which would be the Landlord's responsibility. I therefore dismiss the Landlord's claim for repainting the rental unit without leave to reapply.

The Landlord is claiming \$1,600.00 for lawn care and cleaning up the outside of the home. The Landlord stated it was the Tenants' responsibility to maintain the landscaping at the rental property. The Landlord stated the Tenants failed to do so, which resulted in an overgrown yard at the end of the tenancy. The Landlord provided evidence of an overgrown yard. The Tenants provided a video relating to their key return, where the yard appears to be overgrown at the end of the tenancy. I find the Tenant did not maintain the rental property at the end of the tenancy. I also find the Landlord's Landscaping invoice is dated August 6, 2025. I find the landscaping would have been more overgrown by the time the Landlord made arrangements to have a landscaper attend the rental unit over two months after the tenancy had ended. As such, I find the Landlord is entitled to half the landscaping bill in the amount of **\$800.00** as the Landlord did not mitigate the loss by having the landscaping done soon after the end of the tenancy.

The Landlord is claiming \$14.09 for key cutting. I find the Tenants did not return the keys to the Landlord at the end of the tenancy, which would have been required. Instead, the Tenants returned keys to the downstairs tenant, who is not the Landlord. As such, I award the Landlord compensation in the amount of **\$14.09** for key cutting.

The Landlord is claiming for reimbursement on the following utilities, Fortis Gas \$412.70, BC Hydro \$196.11, and \$280.19 for water bill. During the hearing, the Tenant agreed to compensate the Landlord for each of these bills totaling **\$889.00**.

The Landlord is claiming \$3,726.00 for loss of rent for June, July, August, September, and October 2025, totaling \$18,630.00 as the Tenants ended their fixed term agreement early.

According to Section 45 of the *Act*, A tenant may end a fixed term tenancy by giving the landlord notice to end the tenancy effective on a date that;

- (a) is not earlier than one month after the date the landlord receives the notice,
- (b) is not earlier than the date specified in the tenancy agreement as the end of the tenancy, and
- (c) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

The Residential Tenancy Policy Guideline #30 states that during the fixed term neither the landlord nor the tenant may end the tenancy except for cause or by agreement of both parties. A tenant may end the tenancy if the landlord has breached a material term of the tenancy agreement. The tenant must give proper notice under the Legislation. Breach of a material term involves a breach which is so serious that it goes to the heart of the tenancy agreement.

While the Tenants felt entitled to ending the fixed term tenancy early due to delayed repairs to a hood range, fence, and conflict with the Landlord, I find these are not breaches of a material term of the tenancy agreement. I find the Tenants were not entitled to ending the fixed term tenancy early. I find the Tenants did not abandon the rental unit. I find they provided the Landlord with their notice to end tenancy on “whats app” on May 3, 2025. While this may not be in proper form, I find the Landlord could have asked for the Tenants’ notice to be in writing, should the Landlord feel as though the “whats app” message was not sufficient. As the Landlord began conducting showing, I find they accepted the Tenants’ notice to end tenancy in the form it was received.

While I find the Landlord has demonstrated a loss of rent, I find the Landlord provided insufficient evidence to demonstrate why the rental unit remained vacant for 7 months. I find there is insufficient evidence to demonstrate there was cleaning and repairs so significant that it took 7 months to get the rental unit rented. I find the Landlord provided insufficient evidence to demonstrate their efforts at mitigating their loss over the 7 months in an attempt to re-rent the rental unit. As such, I find the Landlord is entitled to compensation equivalent to one month of rent **\$3,726.00**, as the Tenants breached Section 45 of the Act.

As the Landlord was partially successful with their Application, I find they are entitled to recover the **\$100.00** filing fee.

The Tenants' Claim

The Tenants are claiming for the return of their security deposit.

Section 38(1) of the *Act* requires a landlord to repay deposits or make an application to keep them by making a claim against them by filing an application for dispute resolution within 15 days after receiving a tenant's forwarding address in writing or the end of the tenancy, whichever is later. If a landlord fails to repay deposits or make a claim against them within 15 days, section 38(6) of the *Act* confirms the tenant is entitled to receive double the amount of the deposits.

The parties agreed the Landlord was provided with the Tenants' forwarding address on June 12, 2025. The Landlord submitted an application to retain the Tenants' security deposit on June 15, 2025 and mailed the documents to the Tenants' forwarding address, which was later returned as unclaimed. The Landlord confirmed they later withdrew their application to retain the Tenant's security deposit before re-applying on August 17, 2025. The Tenant stated the forwarding address provided to the Landlord was their forwarding address as the Tenants were staying with a family member, where they could receive their deposit.

I find after the Landlord received the Tenants' forwarding address on June 12, 2025, the Landlord had until June 27, 2025 to apply to retain the Tenants' security deposit or return the Tenants' deposit. While the Landlord submitted an application to retain the Tenants' deposit on June 15, 2025, the Landlord withdrew the application. I find this does not extend the statutory time limit to reapply to retain the Tenants' deposit. I find the Landlord would have been required to either pursue their Application made on June

15, 2025, or return the Tenants' deposit no later than June 27, 2025. I find the Landlord failed to comply with Section 38 of the Act. I find the Tenants are entitled to the doubling of their deposit ($\$1,800.00 \times 2 = \mathbf{\$3,600.00}$). I further find the Tenants' deposit has accrued interest in the amount of **\$61.93**.

Having been successful in their Application, I find the Tenants are entitled to the recovery of the **\$100.00** filling fee.

Setting Off Claims

The Landlord has established an entitlement to monetary compensation in the amount of \$7,289.09

The Tenants have established an entitlement to monetary compensation in the amount of \$3,761.93

Setting off these claims, I find the Landlord is entitled to a monetary order in the amount of \$3,527.16

Pursuant to section 67 of the Act, I grant the Landlord with a monetary order in the amount of \$3,527.16 ($\$7,289.09 - \$3,761.93$).

Conclusion

Pursuant to section 67 of the Act, the Landlord is granted a monetary order in the amount of \$3,527.16. The monetary order must be served on the Tenants and may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: February 23, 2026

Residential Tenancy Branch