



# Dispute Resolution Services

Residential Tenancy Branch  
Ministry of Housing and Municipal Affairs

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## DECISION

### INTRODUCTION

The Landlord seeks compensation from their former Tenant under the *Residential Tenancy Act* (the “Act”). The Tenant, by cross-application, seeks compensation from their former Landlord.

### ISSUE

1. Is the Landlord entitled to compensation?
2. Is the Tenant entitled to compensation?

### BACKGROUND AND EVIDENCE

In an application under the Act, an applicant must prove their claim on a balance of probabilities. Stated another way, the evidence must show that the events in support of the claim were more likely than not to have occurred. Although I have fully considered the parties’ submissions and the rather plentiful quantity of evidence to which they submitted and referred, I will not refer in detail to all of the evidence or testimony.

The tenancy began on March 1, 2025, and it ended on October 14, 2025. Monthly rent was \$1,500.00 due on the last day of the month. The Tenant paid a \$750.00 security deposit and a \$300.00 pet damage deposit. There was a written tenancy agreement on this tenancy, a copy of which was in evidence.

### Landlord’s Application

#### 1. Claim for Unpaid Rent (October and November 2025)

The Landlord stated that the Tenant abruptly vacated on October 1, 2025, when a moving truck arrived without prior notice, following their last communication on September 26. He indicated that rent for October and November remained unpaid, despite their agreement that rent would be sent on the last day of the previous month.

After the Tenant's departure, the Landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent in early October 2025. He argued that because the Tenant left a fixed-term tenancy without mutual agreement, he was entitled to recover rent for those months.

The Landlord put up four different postings on Facebook Marketplace in an effort to mitigate losses and was able to secure a new tenant who took occupancy on December 1, 2025. (Accordingly, the \$6,000.00 amount sought was decreased to just loss of rent for October and November 2025, in the amount of \$3,000.00.)

## 2. Claim for Unpaid Utilities

The Landlord stated that the Tenant was responsible under the tenancy agreement for utilities including gas, electricity, water, and Wi-Fi. He claimed \$89.54 for September 2025 utilities and noted that he did not charge the Tenant for water that month. This amount was incorporated into a larger figure of \$1,589 that also included October's unpaid rent; the revised and actual sought is thus \$89.54. The Landlord submitted that these amounts were still owed due to the Tenant's sudden departure.

## 3. Claim for Cleaning Costs

The Landlord testified that after the Tenant vacated, cleaning was required and was performed by his father over roughly four hours on October 2, 2025. He described pet-related issues such as cat dander, odour, and uncleaned areas including the fridge and under the sink. He added that some non-pet-related cleaning was also necessary. The Landlord asserted that this justified using the \$300.00 pet deposit toward cleaning costs.

The Landlord acknowledged that no move-in inspection was completed and that no move-out inspection occurred; in other words, no condition inspection report was completed. He stated that he could not conduct a move-out inspection because the Tenant left abruptly and told him not to contact her or her representatives. He said he therefore made no attempts to arrange a walkthrough. This explanation formed part of his justification for retaining the security and pet deposits until the matter could be resolved.

## **Tenant's Application**

The Tenant's application indicated that she sought just over \$7,000.00 in compensation for various items, including but not limited to moving costs, hydro hookup, shower costs, gas costs, food expenses, loan costs, loss of wages, and so forth.

However, as explained to the Tenant in the first hearing, the Tenant's application itself is specifically for the return (and potential doubling) of the Tenant's security and pet damage deposits. As per Rule 2.2 and Rule 6.2 of the *Rules of Procedure*, under the Act, a claim is limited to what is stated in the application. Therefore, I am bound to only consider the Tenant's claim for the return of her security and pet damage deposits.

The Tenant explained that although she applied for return of the deposits, she believed the Landlord was also responsible for damages because repeated issues—including three septic failures—made the unit unlivable. She stated that during the final failure she had no water for seven days, leaving her unable to shower, cook, or clean, and she had to use the local municipal pool to bathe. She added that the Landlord did not speak to her for days after notifying her there was no water, which contributed to her decision to leave.

The Tenant testified that severe noise from upstairs was an ongoing problem, beginning with loud sexual activity on "the very first night I moved in there," which later occurred multiple times a day and interfered with her sleep and work. She said she complained respectfully by text and email, but the Landlord eventually responded, "If you don't like it here, you should find a place that better suits your needs." She further testified that after this, the behavior of the Landlord and his father changed, and she felt ignored and mistreated.

The Tenant described the septic issues in detail, estimating the first failure occurred in late June or early July 2025, the second limited her water use, and the third eliminated water entirely. She said she submitted photos and calendar notes showing the disruptions and that no professional repair workers were hired. She stated that during October and November 2025 the entire septic field was dug up, with heavy machinery present, making the suite not reasonably habitable.

The Tenant testified that she did not provide advance notice of her move-out because she feared for her safety, stating she believed the Landlord was vengeful and mentioning past incidents involving his dog. She said she secured a new place on the sixth day of the water outage and left immediately because she worried the Landlord or the Landlord's father might obstruct her departure. She sent her notice only once the movers arrived and copied her legal advocate because she did not feel safe interacting with the Landlord.

The Tenant also testified that she provided her forwarding address by email because that was how all communication and rent payments had been handled throughout the tenancy.

She remarked that she intentionally withheld her physical address because she did not want the Landlord to know where she lived, but she provided a service address through her Residential Tenancy Branch filing. She maintained that email was sufficient and that the Landlord knew how to reach her.

The Tenant disputed the Landlord's cleaning and pet deposit claim, stating the suite was clean when she left despite not having water during the final week. She said she kept the home meticulously maintained, and that the Landlord's photos showed no feces, urine, odors, or damage. She added that no professional cleaning or specialized products were used and insisted the Landlord had no basis to retain the pet deposit.

## **ANALYSIS**

Both parties seek compensation under the Act, so both parties' claims are subject to the application of section 7 of the Act, which states that if a landlord or tenant does not comply with the Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results. A party claiming compensation must do whatever is reasonable to minimize their loss.

If a party is entitled to compensation, then section 67 of the Act permits the arbitrator to determine the amount of and order a party to pay compensation to another party if damage or loss results from a party not complying with the Act, the regulations, or a tenancy agreement.

To determine if an applicant is entitled to compensation, four requirements must be satisfied (the "four-part test"): (1) the respondent must have breached the Act, the tenancy agreement, or the regulations; (2) the applicant must have suffered a loss as a result of that breach; (3) the amount of the loss must be proven; and (4) the applicant must take reasonable steps to reduce or prevent the loss, if such steps are practical or feasible.

### **Landlord's Application**

#### 1. Claim for Unpaid Rent (October and November 2025)

A tenancy may end only in the circumstances set out in section 44(1) of the Act. Because this was a fixed-term tenancy, it could only be ended either by a mutual agreement between the parties or in accordance with section 45(2) of the Act, or, in limited situations, under section 45(3).

In this case, the Tenant did not provide the Landlord with any form of notice to end the tenancy. Instead, the Tenant informed the Landlord that she was moving out only after the moving trucks had already arrived. As a result, I must conclude that the Tenant failed to comply with the Act and the tenancy agreement, both of which require that notice to end the tenancy be given in a prescribed manner.

Further, while the Tenant argues that she did not need to give notice because of the Landlord's conduct, the Act does not allow a tenant to end a tenancy without notice on this basis unless the tenant provides notice under section 45(3). The Tenant did not do so. Her explanation for withholding notice does not, despite her concerns, override the statutory requirement to provide it.

Last, the Tenant testified that she chose not to give notice because she believed the Landlord would interfere with her move. She described her departure in detail, confirming that she intentionally avoided notifying the Landlord in advance. However, the Act requires proper notice regardless of her concerns, and no exception exists under the Act applies in these circumstances.

Section 26 of the Act requires that a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

In this case, given that the Tenant did not end the tenancy in compliance with the Act, the Tenant remains liable to pay for rent for October 2025 and for the Landlord's loss of rental revenue for the month of November 2025, in the amount of \$3,000.00. The Landlord has established this amount as the loss borne, that but for the Tenant's breach the Landlord would not have suffered this loss, and that the Landlord took reasonable steps to mitigate his loss by making efforts to find a new tenant. A new tenant was, as it was, able to move in on December 1, 2025.

Taking into careful consideration all the oral testimony and documentary evidence presented before me, and applying the law to the facts, I find on a balance of probabilities that the Landlord has proven his claim for \$3,000.00 for unpaid rent.

## 2. Claim for Unpaid Utilities

The Tenant did not dispute this claim and as such the Landlord is awarded \$89.54.

### 3. Claim for Cleaning Costs

Section 37 of the Act requires that when a tenant vacates, the tenant must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear.

The Landlord seeks a small amount of compensation for costs related to post-tenancy cleaning, representing the time his father spent on cleaning. While the Landlord provided testimony about the condition of the rental unit at the end of the tenancy, and submitted a few photographs, I am not persuaded that the state or condition of the rental unit was necessarily at a level that might breach section 37 of the Act. The Tenant disputed this claim, and testified that:

I'm keeping in mind I didn't have running water for seven full days up until the time I moved, which is why I've submitted as evidence multiple pictures of the suite as I lived there, how clean it was. My brother, my mom, and my visitor [name redacted] can all testify how meticulously maintained it was.

I am not OCD, but I do like a clean house and I also, like, the bathroom shower was made of glass, the mirrors, the windows, the counters, the stove, the bathroom, five closets. Sir, those were all cleaned perfectly. What didn't get cleaned was there was a little bit of dust where my couches were.

It is noted that the Landlord did not complete a condition inspection report either at the start of or at the end of the tenancy, as is required under the Act. Even if a tenant fails to attend for a condition inspection, or ignores a landlord's requests to do a walk-through, a landlord must nevertheless complete an inspection report.

A completed condition inspection report is critical in these types of applications for compensation, because they are important evidence of the state of repair and condition of the rental unit or residential property on the date of the inspection, unless either the landlord or the tenant has a preponderance of evidence to the contrary (section 21, *Residential Tenancy Regulation*, B.C. Reg. 234/2006).

Given that the Landlord did not provide a preponderance—that is, a lot—of evidence of the state of repair and condition of the rental unit at both the end *and* the start of the tenancy, I am not persuaded on a balance of probabilities that he has proven a breach of section 37 of the Act.

Because the Landlord has not proven a breach of the Act by the Tenant, I must dismiss this specific claim, without leave to reapply.

#### 4. Claim for Residential Tenancy Branch Filing Fee

The Landlord is entitled to recover the cost of the \$100.00 filing fee under section 72 of the Act.

#### Summary

In total, the Landlord is awarded \$3,189.54.

#### **Tenant's Application**

In respect of the Tenant's application for the return of her security and pet damage deposits, we must turn to section 38 of the Act. Section 38(1) of the Act states that

Except as provided in subsection (3) or (4) (a), within 15 days after the later of

- (a) the date the tenancy ends, and
- (b) the date the landlord receives the tenant's forwarding address in writing,

the landlord must do one of the following:

- (c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;
- (d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

In this dispute, the tenancy ended on either October 14, 2025 (according to the Landlord) or October 1, 2025 (according to the Tenant). Further, it is the Tenant's position that her email addresses constituted her forwarding address, thus, the Landlord already had her forwarding address at the time the tenancy ended. The Tenant also added that a service address was including on her application, should the Landlord need to serve documents to a service address.

In all, I am satisfied that the Landlord had the Tenant's forwarding address in writing when the tenancy ended on October 1 or October 14, 2025. There is no dispute that the Landlord filed his application for dispute resolution on October 14, 2025.

In light of the foregoing, I find that the Landlord has fulfilled his obligations regarding the Tenant's security deposit and pet damage deposit under the Act. Although the Landlord did not complete a condition inspection report—which would ordinarily prevent him from making a claim against the deposits—I find that he is currently holding the total deposits of \$1,050.00 in trust.

Pursuant to section 72(2)(b) of the Act, I order that the Landlord retain these deposits and apply them toward the amount awarded. The Tenant's application is dismissed.

## **CONCLUSION**

It is hereby ordered that:

1. The Landlord's application is granted, in part.
2. The Landlord is awarded \$3,189.54.
3. The Landlord is authorized to retain the \$750.00 security deposit and the \$300.00 pet damage deposit.
4. The Landlord is granted a monetary order in the amount of \$2,139.54. The Landlord must give a copy of monetary order to the Tenant.
5. The Tenant's application is dismissed, without leave to reapply.

This decision is issued under delegated authority pursuant to section 9.1(1) of the Act.

Dated: February 20, 2026

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Residential Tenancy Branch