

DECISION

Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- a Monetary Order for the cost of emergency repairs to the rental unit under sections 33 and 67 of the Act
- a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act
- a Monetary Order for the return of all or a portion of their security deposit and/or pet damage deposit under sections 38 and 67 of the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

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

- a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

The Tenant attended the hearing and was accompanied by his wife V.A.

The Landlord attended the hearing and was accompanied by his wife G.B.

Preliminary Matters

This matter was previously heard on January 15, 2026 at 9:30 AM. At that time, the hearing proceeded for over one hour and the Landlord began providing testimony in support of his cross-application. However, due to time constraints, the Landlord was not able to complete his testimony or present all of his evidence.

Both parties consented to an adjournment so that the hearing could be reconvened and the Landlord could complete his evidence. In an Interim Decision dated January 15, 2026, I adjourned the hearing pursuant to Rules 7.8 and 7.9 of the Residential Tenancy Branch Rules of Procedure in order to ensure procedural fairness and provide both parties a full opportunity to be heard.

This hearing on February 9, 2026, is the reconvened proceeding.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

The Tenant testified that the Proceeding Package was served on the Landlord by registered mail on October 15, 2025. The Landlord acknowledged receipt of the Proceeding Package on October 23, 2025. Based on the submissions before me, I find that the Landlord received the Proceeding Package after being served in accordance with section 89(1) of the Act.

The Landlord testified that the Proceeding Package was served on the Tenant by registered mail on December 18, 2025. The Tenant acknowledged receipt of the Proceeding Package on December 18, 2025. As a result, I find that the Tenant received the Proceeding Package after being served in accordance with section 89(1) of the Act.

Service of Evidence

The Tenant testified their evidence was sent to the Landlord via registered mail on January 7, 2026. The Landlord acknowledged receipt of these documents on January 8, 2026. The Landlord did not raise any concerns about service or receipt of these documents. Based on the submissions before me, I find that the Tenant's evidence was served to the Landlord in accordance with section 88 of the Act.

The Landlord testified that they sent their evidence via registered mail to the Tenant on December 19, 2025. The Tenant acknowledged receipt of the evidence package on December 21, 2025. Based on the submissions before me, I find that the Landlord's evidence was served to the Tenant in accordance with section 88 of the Act.

Issues to be Decided

Tenant's application

Is the Tenant entitled to a Monetary Order for the cost of emergency repairs to the rental unit?

Is the Tenant entitled to a Monetary Order for compensation for damage or loss under the Act, regulation, or tenancy agreement?

Is the Tenant entitled to the return of all or a portion of their security deposit and/or pet damage deposit?

Is the Tenant entitled to recover the filing fee for this application from the Landlord?

Landlord's application

Is the Landlord entitled to a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement?

Is the Landlord entitled to recover the filing fee for this application from the Tenant?

Background and Evidence

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

The parties agreed that this tenancy began on December 15, 2015, with a monthly rent of \$3,400.00, due on the fifteenth of the month, with a security deposit in the amount of \$1,250.00.

The Tenant's Claim

Emergency Costs - \$3,862.08

Heating and Plumbing Costs – \$2,787.68

The Tenant is seeking \$2,787.68 for plumbing and heating repairs that he states were emergency repairs that the Landlord failed to complete. The Tenant testified that the rental unit experienced repeated problems with the plumbing and heating system over several years, which required him to call contractors directly to restore heat and hot water.

The Tenant testified that he paid for the following repairs:

- February 1, 2021 – Creative Plumbing attended for a plumbing issue – \$133.78
- September 27, 2021 – Mr. Rooter Plumbing repaired the heating system – \$315.15
- December 2, 2021 – Creative Plumbing replaced a heating component (bulb) – \$187.00
- February 10, 2021 – Creative Plumbing attended for a plumbing and boiler room issue involving water clogging – \$655.73
- May 14, 2021 – Richardson Wes Plumbing attended for a boiler room problem – \$291.75
- February 26, 2023 – Pioneer Plumbing attended for a heating assessment – \$512.30
- February 27, 2023 – Pioneer HVAC returned to replace parts needed to restore heat – \$648.80

The Tenant testified that these repairs were necessary to restore heat, hot water, or functioning plumbing in the home and that he had no choice but to arrange and pay for

the work himself. He testified that he repeatedly asked the Landlord to reimburse him or allow him to deduct the amounts from rent, but that the Landlord refused and threatened eviction. The Tenant stated that these discussions occurred verbally and no written proof was submitted.

The Tenant submitted the following evidence related to the emergency repair costs:

- Demand letter to the Landlords requesting reimbursement for maintenance and emergency repair costs, dated October 10, 2023.
- Invoice from Richardson Wes (WAH FAI Plumbing & Heating), dated May 14, 2021, in the amount of \$291.75.
- Invoice from Mr. Rooter Plumbing, dated September 27, 2021, in the amount of \$315.15.
- Invoice from Creative Plumbing & Heating Ltd., dated December 2, 2021, in the amount of \$187.00.
- Invoice from Pioneer Plumbing & Heating, dated February 28, 2023, in the amount of \$512.30.
- Invoice from Pioneer HVAC Services, dated February 28, 2023, in the amount of \$648.80.

The Landlord testified that he was aware of the heating and plumbing problems in February 2021 and acknowledged that he permitted the Tenant to deduct \$655.73 from the February 15, 2021 rent. The Landlord testified that the rent at that time was \$3,275.00 and that the Tenant paid \$2,619.20 after that deduction. The Landlord testified that the Tenant was not authorized to deduct any other repair costs and that the Tenant has not paid any of the other invoices submitted into evidence. The Landlord further alleged that many of the invoices submitted by the Tenant are fraudulent. The Landlord did not submit any documentary evidence in support of these allegations.

Overpayment in Electrical Costs - \$860.00

The Tenant claims \$860.00 for alleged overpayment of electricity costs. The Tenant testified that from approximately January 2016 to February 2023, the Landlord rented out the garage that was electrically connected to the Tenant's rental unit and also used the garage from time to time. The Tenant stated that as a result, the electricity consumed in the garage was billed to his rental unit, causing his electrical costs to increase during that period. The Tenant testified that prior to the garage being used by construction workers, the electrical bills were lower.

The Tenant calculated his claim based on an estimated overcharge of \$10.00 per month over 86 months, for a total of \$860.00. In support of this claim, the Tenant submitted two BC Hydro bills for the rental unit.

The Landlord testified that this allegation is not accurate and stated that the Tenant only paid for the electricity he used. The Landlord denied that the Tenant was charged for

the garage's electrical consumption. The Landlord did not submit any documentary evidence in support of this position.

Locksmith Cost - \$214.40

The Tenant claims \$214.40 for the cost of replacing the front door lock. The Tenant testified that on August 3, 2023, the front door knob was damaged and could not be locked, which made the rental unit insecure. The Tenant stated that he contacted a locksmith to replace the lock and paid \$214.40 to Yaletown Locksmiths. The Tenant submitted a receipt dated August 8, 2023 in support of this claim.

The Tenant testified that he informed the Landlord about the broken door knob before calling the locksmith and followed up with the Landlord afterward. The Tenant did not submit any written proof of having notified the Landlord, and this evidence was provided verbally.

The Landlord testified that the Tenant never informed him that the front door knob was broken and stated that October 16, 2025 was the first time he received what he described as a "fake invoice" from the Tenant seeking reimbursement. The Landlord disputes that the locksmith work was authorized or required and disputes the Tenant's claim for reimbursement. The Landlord did not submit any documentary evidence in support of his testimony.

Unauthorized Rent Increase - \$7,200.00

The Tenant claims \$7,200.00 for alleged overpayment of rent based on what he says were unlawful rent increases between 2019 and 2023.

Both parties agreed that the Tenant initially rented the house in December 2015 for \$2,500.00 per month. They also agreed that in approximately mid-2016, the Tenant took over the entire house, including the basement suite, at a rent of \$3,200.00 per month.

The Tenant testified that his rent remained \$3,200.00 from 2016 through 2019. He stated that beginning in 2019, the Landlord increased the rent to \$3,400.00, which the Tenant says was not permitted by law. The Tenant testified that he continued to pay \$3,400.00 from 2019 through 2023, even though he believed the amount was too high. He stated that he verbally objected to the increases and tried to negotiate, but that the Landlord told him he would be evicted if he did not pay the increased rent. The Tenant testified that these conversations occurred verbally and no written evidence was submitted. The Tenant also testified that he paid rent in cash and did not provide documentary evidence showing that he paid \$3,400.00 from 2019 to 2023.

The Landlord disputed the Tenant's version of events. The Landlord testified that when the Tenant took over the basement suite in July 2016, the agreed rent was \$3,200.00. The Landlord further testified that rent increases were applied gradually and lawfully over time as follows:

- July 2018: rent increased from \$3,200.00 to \$3,250.00
- July 2020: rent increased by \$25.00 to \$3,275.00
- February 2022: rent increased by \$75.00 to \$3,350.00
- February 2023: rent increased by \$50.00 to \$3,400.00

The Landlord submitted a photocopy of the Tenant's rent cheque dated February 15, 2023, in the amount of \$3,400.00. The Landlord did not submit any other documentary evidence showing the Tenant's rent payments for the years 2019 to 2023.

Return of Security Deposit - \$1,250.00

The Tenant claims the return of his \$1,250.00 security deposit. The Tenant testified that when he returned the keys to the rental unit on October 25, 2023, he verbally provided the Landlord with his forwarding address. The Tenant also testified that he sent the forwarding address to the Landlord by text message but no longer has a copy of that message and did not submit any documentary evidence to support his testimony.

The Landlord testified that he never received the Tenant's forwarding address. The Landlord acknowledged that he continues to hold the Tenant's security deposit in the amount of \$1,250.00. There is no evidence that the Landlord filed an application to retain any portion of the security deposit.

The Landlord's Claim

Overholding – \$3,400.00

The Landlord claims \$3,400.00 for overholding. The Landlord testified that he served the Tenant with a two month notice to end tenancy because the Landlord's son intended to move into the rental unit. The Landlord stated that the Tenant was required to vacate the unit by October 14, 2023 at 1:00 p.m., and that the Landlord's son moved into the unit on October 16, 2023. The Landlord testified that the Tenant did not fully vacate the unit until October 16, 2023 at approximately 4:00 p.m. and therefore overheld the rental unit. Based on this, the Landlord seeks one month of rent in the amount of \$3,400.00.

The Tenant testified that he did receive notice that the Landlord's son would be moving into the unit. The Tenant stated that the effective date on the notice was October 15, 2023, and that he moved out on that date.

The Landlord did not submit any documentary evidence showing the two month notice, the effective date of the notice, or the date the Tenant vacated the rental unit. The Tenant also did not submit any documentary evidence regarding the notice or the move-out date.

Move-In and Move-Out Inspections

The Landlord testified that no move-in condition inspection report was completed at the start of the tenancy and no report was provided to the Tenant.

With respect to the move-out inspection, the Landlord testified that he posted written notices on the Tenant's door on September 29, 2023, and October 10, 2023 requesting to conduct a move-out inspection. The Landlord stated the October 10 notice proposed an inspection on October 14, 2023. The Landlord testified that the Tenant did not participate in a move-out inspection.

The Tenant testified that no move-out inspection was conducted and stated that the Landlord did not provide two proper opportunities to participate in an inspection.

The Landlord completed a Condition Inspection Report (move-out) after the Tenant vacated the unit. The report records the Landlord's observations regarding the condition of the unit and lists alleged damage and cleanliness concerns. However, the report is undated and does not contain the Tenant's signature, and there is no evidence a copy was provided to the Tenant at the time. The Landlord relied on this report to support several of his damage claims.

Damages

Carpet and Subfloor Damage

The Landlord testified that the carpets in four bedrooms (the master bedroom and three additional bedrooms) were heavily damaged. He alleged that the Tenant's children urinated on the carpet, that there were ink stains, and that when the carpet was lifted there was mold underneath. The Landlord stated that he was required to replace the flooring beneath the carpet in all four bedrooms. He testified that he took photographs of the damage on October 17, 2023, but deleted them after one year.

The Landlord submitted the following evidence:

- Invoice – MK West Coast Ltd. (flooring replacement) – \$3,097.30
- Invoice – Mand Brother Flooring (installation) – \$3,500.00

The Tenant testified that there was nothing wrong with the carpet, that his children were toilet trained, and that the youngest child was four years old. He stated it was impossible that his children urinated on the carpet. The Tenant also testified that the home was not well maintained when they moved in.

Cracked Tiles – Entryway and Kitchen

The Landlord testified that tiles in the entryway and kitchen were cracked and required replacement. He stated he had photographs of the damage but deleted them. He testified that he replaced the tile with waterproof flooring.

The Landlord submitted the following evidence:

- Invoice – GNH Tiles Ltd. – \$892.50

The Tenant testified that the tiles were already cracked due to wear and tear when they moved in and that he had previously asked the Landlord to replace them because of concerns for his young children.

Primary Washroom – Toilet and Tile Damage

The Landlord testified that the shower was leaking, tiles were cracked, and the toilet seat was broken, resulting in water damage. He stated that he had to replace the toilet. The Landlord submitted a photograph of the master bedroom jacuzzi tub area and testified that the image showed the toilet being replaced and evidence of water damage.

The Landlord submitted the following evidence:

- Home Depot invoices totaling \$1,296.88
- Photo of the primary washroom

The Tenant testified that there was no damage to the washroom and submitted photographs of the bathroom, including images showing his children in the bathtub and the general condition of the space.

Basement Countertop and Sink

The Landlord testified that the basement countertop and sink were damaged. He stated that the sink was not functioning and that the countertop was dented around the sink area.

The Landlord submitted the following evidence:

- Home Depot / Roma invoices totaling \$600.00
- Photo of the basement area

The Tenant testified that there was no damage to the basement countertop or sink. The Tenant testified that the photos submitted by the Landlord of the basement were not taken in the rental unit.

Holes in Walls and Painting

The Landlord testified that there were holes in the walls throughout the three-storey house. He alleged that the Tenant divided rooms into smaller spaces using curtains and made nine bedrooms out of three. The Landlord stated he took photographs of the holes but deleted them.

The Landlord submitted the following evidence:

- Invoice – Deluxe Paint – \$469.90
- Home Depot receipts totaling \$1,296.88
- Invoice – Andrew Sherle Ltd. (repairs/labour) – \$93.42

The Tenant testified that there were no holes in the walls and that he did not divide the rooms.

Garbage Removal / Disposal

The Landlord testified that he personally removed damaged tiles and other debris from the unit and hired someone to dispose of the materials. He claimed \$400.00 for disposal costs but did not submit an invoice or receipt for this expense.

The Landlord submitted three photographs of the damage.

- One image of the master bathroom showing the bathtub and an opening in the floor where the toilet had been removed.
- Two images showing sections of cut-out drywall. The Landlord's testimony did not clearly explain where in the unit these photos were taken or what specific damage they depicted.

Analysis

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

The Tenant's Claim

Is the Tenant entitled to compensation for the cost of emergency repairs?

Section 27(1) of the Act defines "emergency repairs" to mean repairs that are urgent, necessary for the health or safety of anyone or for the preservation or use of property in the manufactured home park, and are made for the purpose of repairing major leaks in pipes, damaged or blocked water or sewer pipes, and the electrical systems.

A tenant may have emergency repairs made only when (a) emergency repairs are needed, (b) the tenant has made at least two attempts to phone the person identified by the landlord as the contact for emergency repairs, and (c) following those attempts, the tenant has given the landlord reasonable time to make the repairs (section 27(3) of the Act).

Heating and Plumbing Costs – \$2,787.68

The Tenant seeks \$2,787.68 for heating and plumbing repairs carried out between 2021 and 2023. The Tenant testified that these repairs were required to restore heat, hot water, or functioning plumbing and that he arranged and paid for the work because the Landlord failed to act. The Tenant submitted invoices showing that contractors attended the rental unit on multiple occasions to address plumbing and heating issues.

I accept that some of the work described in the invoices relates to heating and plumbing systems that could, in certain circumstances, constitute emergency repairs within the meaning of section 27(1) of the Act. However, the Act sets out specific procedural requirements that must be met before a tenant is entitled to reimbursement for emergency repairs.

The Tenant testified that he discussed these issues with the Landlord and asked for reimbursement or permission to deduct the costs from rent, but he acknowledged that these discussions were verbal and that he did not submit evidence showing that he made at least two attempts to contact the Landlord for emergency repairs before arranging the work, or that he gave the Landlord reasonable time to make the repairs as required by section 27(3) of the Act.

The Landlord acknowledged that he was aware of plumbing and heating problems in February 2021 and testified that he permitted the Tenant to deduct \$655.73 from rent at that time. The Landlord denied authorizing any further deductions and alleged that other invoices were fraudulent, although no evidence was submitted to support that allegation.

While the Tenant has provided invoices showing that repairs were completed and paid for, he has not provided sufficient evidence to establish that the statutory requirements of section 27(3) were met for the remaining claimed amounts. In particular, there is no evidence of repeated attempts to contact the Landlord for emergency repairs or that the Landlord was given a reasonable opportunity to carry out the repairs before the Tenant arranged them.

As a result, I find that the Tenant has not met the burden of proof to establish entitlement to reimbursement for the heating and plumbing costs claimed beyond the amount already addressed between the parties. This portion of the Tenant's claim is therefore dismissed.

Overpayment in Electrical Costs – \$860.00

The Tenant claims \$860.00 for alleged overpayment of electricity costs, calculated as an estimated \$10.00 per month over 86 months. The Tenant testified that the garage, which was electrically connected to his rental unit, was used by the Landlord or rented to others, resulting in increased electrical consumption charged to the Tenant.

The Tenant submitted two BC Hydro bills in support of this claim. However, the bills do not demonstrate that the Tenant was charged for electrical usage attributable to the

garage, nor do they establish a baseline comparison showing increased usage caused by the Landlord's actions. The Tenant's calculation is based on an estimate rather than documented usage or billing data.

The Landlord denied that the Tenant paid for any electricity beyond his own usage. While the Landlord did not submit documentary evidence in support of this position, the burden remains with the Tenant to establish that a loss occurred and to quantify that loss.

I find that the Tenant has not provided sufficient evidence to prove that the Landlord failed to comply with the Act, that the Tenant incurred a financial loss as a result, or the amount of any such loss. Accordingly, the Tenant's claim for \$860.00 for overpayment of electrical costs is dismissed.

Locksmith Cost – \$214.40

The Tenant seeks \$214.40 for the cost of replacing a front door lock, which he says was damaged and could not be locked. The Tenant submitted a receipt dated August 8, 2023 and testified that the lock replacement was necessary for security reasons.

While I accept that a broken lock can raise safety concerns, section 27 of the Act still requires that a tenant attempt to contact the landlord and allow a reasonable opportunity for the landlord to make the repair before arranging emergency work, unless the circumstances make that impractical.

The Tenant testified that he informed the Landlord before and after calling the locksmith, but acknowledged that he did not submit any written evidence of notice. The Landlord denied receiving notice prior to the repair and disputed the claim. No evidence was submitted showing that the Tenant attempted to contact the Landlord at least twice or that the Landlord was given a reasonable opportunity to address the issue before the locksmith was called.

Based on the evidence before me, I find that the Tenant has not met the procedural requirements under section 27 of the Act to establish entitlement to reimbursement for the locksmith cost. This portion of the Tenant's claim is therefore dismissed.

Is the Tenant entitled to a Monetary Order for damage or loss under the Act, regulation or tenancy agreement?

To be awarded compensation for a breach of the Act, the tenants must prove:

- the landlord 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 tenant acted reasonably to minimize that damage or loss

The Tenant seeks compensation in the amount of \$7,200.00 for what he alleges were unlawful rent increases between 2019 and 2023.

To succeed in this claim, the Tenant must prove that the Landlord failed to comply with the Act, that the Tenant suffered a financial loss as a result, the amount of that loss, and that the Tenant acted reasonably to minimize the loss.

The parties agree that the rent was \$3,200.00 when the Tenant took over the entire house in 2016. The dispute is whether the Landlord increased the rent unlawfully to \$3,400.00 in 2019 and maintained that amount through 2023, as the Tenant alleges, or whether the rent was increased gradually and lawfully over time, as the Landlord testified.

The Tenant testified that he paid \$3,400.00 from 2019 through 2023 and that this amount exceeded what was permitted under the Act. However, the Tenant did not submit any documentary evidence of the rent amounts he paid during that period, such as receipts, bank records, or written rent increase notices. His evidence on this issue was limited to his oral testimony.

The Landlord submitted one rent cheque dated February 15, 2023 in the amount of \$3,400.00, which confirms the rent at that time, but does not establish what the rent was in prior years or whether any earlier increases were unlawful. The Landlord also did not submit copies of any written rent increase notices.

In this case, the burden of proof rests with the Tenant to establish both that the rent increases were unlawful and the amount of any resulting loss. Without documentary evidence showing what rent was lawfully payable in each year and what rent was actually paid from 2019 to 2023, I am unable to find that the Landlord failed to comply with the Act or to determine that the Tenant suffered a quantifiable loss.

I also find that the Tenant has not established that he acted reasonably to minimize any alleged loss. Although he testified that he verbally objected to the increases, he did not submit any written communications, rent increase notices, or applications for dispute resolution showing that he took steps to challenge the rent while it was being charged. The Tenant continued to pay the rent for several years without formally disputing the increases.

As a result, I find that the Tenant has not met the burden of proof required to establish a claim for compensation in the amount of \$7,200.00, and this portion of the Tenant's claim is dismissed.

Is the Tenant entitled to a Monetary Order for the return of all or a portion of their security and/or pet damage deposit?

Section 38(4) allows a landlord to retain from a security and/or pet damage deposit if, at the end of the tenancy, the tenant agrees in writing that the landlord may retain an amount to pay a liability or obligation of the tenant.

If the landlord does not have the tenant's agreement in writing to retain all or a portion of the security and/or pet damage deposit, section 38(1) of the Act states that within 15 days of either the tenancy ending or the date that the landlord receives the tenant's forwarding address in writing, whichever is later, the landlord must either repay any security or pet damage deposit or make an application for dispute resolution claiming against the security deposit or the pet damage deposit.

Section 38(6) of the Act states that if the landlord does not return the deposit(s) or file a claim against the tenant within fifteen days, the landlord must pay the tenant double the amount of the deposit(s).

In order for the obligations under section 38 to be triggered, a tenant must first provide their forwarding address to the landlord in writing. The burden is on the tenant to prove, on a balance of probabilities, that a forwarding address was provided in writing.

The Tenant testified that he verbally provided his forwarding address to the Landlord and that he also sent the forwarding address by text message. However, the Tenant was unable to provide any documentary evidence to confirm that the forwarding address was given in writing. No copy of a text message, letter, email, or other written communication was submitted in support of his testimony.

Based on the evidence before me, I find that the Tenant has not established that he provided the Landlord with his forwarding address in writing as required by section 38 of the Act. A verbal statement of an address does not satisfy the requirements of the Act, and in the absence of proof that a written forwarding address was provided, the Landlord's obligation to return the deposit or file a claim within 15 days was not triggered.

In addition, section 39 of the Act states:

Despite any other provision of this Act, if a tenant does not give a landlord a forwarding address in writing within one year after the end of the tenancy,
(a) the landlord may keep the security deposit or the pet damage deposit, or both, and
(b) the right of the tenant to the return of the security deposit or pet damage deposit is extinguished.

The tenancy has ended and there is no evidence before me that the Tenant provided a forwarding address in writing within one year after the end of the tenancy. As a result, pursuant to section 39 of the Act, the Tenant's right to the return of the security deposit has been extinguished and the Landlord is entitled to retain the deposit.

For these reasons, I find that the Tenant is not entitled to a Monetary Order for the return of the security and/or pet damage deposit. The Tenant's application for the return of the deposit, including any claim for double the deposit, is dismissed without leave to reapply.

The Landlord's Claim

Is the Landlord entitled to a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement?

Overholding

Section 26 of the Act states that a tenant must pay rent to the landlord, regardless of whether the landlord complies with the Act, regulations or tenancy agreement, unless the tenant has a right to deduct all or a portion of rent under the Act.

Policy Guideline 3(b) explains how compensation is calculated when a tenant overholds. Section 44 of the Residential Tenancy Act provides that a tenancy ends on the effective date stated in the notice to end tenancy or the date agreed upon by the parties. A tenant is not required to pay rent after the tenancy ends. However, if a tenant continues to occupy the unit beyond that date, section 57(3) of the Act makes them liable to pay compensation to the Landlord for the period of overholding. This compensation is determined on a per diem basis by dividing the monthly rent by the number of days in that month.

The issue before me is whether the Tenant continued to occupy the rental unit after the tenancy ended and is therefore required to pay compensation to the Landlord.

Both parties agreed that the Landlord provided the Tenant with a written two month notice to end the tenancy because the Landlord's son was moving into the rental unit. However, neither party submitted a copy of this notice into evidence. The Tenant testified that the effective date of the notice was October 15, 2023, while the Landlord testified that the Tenant was required to vacate by October 14, 2023, at 1:00 p.m.

In order for compensation for overholding to be payable, I must first determine when the tenancy legally ended. Under section 44 of the Act, a tenancy ends on the effective date stated in the notice to end tenancy or on a date agreed upon by the parties.

The Landlord bears the burden of proof to establish that the tenancy ended on a specific date and that the Tenant remained in possession of the rental unit beyond that date. Without a copy of the notice to end tenancy or other documentary evidence showing the effective date of the notice or the date the Tenant vacated, I am unable to determine on a balance of probabilities that the Tenant overheld the rental unit.

Further, even if I were to accept the Landlord's testimony that the Tenant remained until October 16, 2023, at approximately 4:00 p.m., the Landlord has not established the

effective date of the tenancy ending, which is required in order to calculate any overholding compensation under Policy Guideline 3(b) and section 57(3) of the Act.

As a result, I find that the Landlord has not met the burden of proof to establish that the Tenant overheld the rental unit or that the Landlord is entitled to compensation in the amount claimed. The Landlord's claim for \$3,400.00 for overholding is therefore dismissed.

Damages

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

Move-In and Move-Out Inspections

The parties agreed that no move-in condition inspection report was completed, so there is no documentary record of the condition of the rental unit at the start of the tenancy.

The Landlord also did not complete a proper move-out inspection in accordance with the Act. The Condition Inspection Report was completed after the Tenant vacated, is undated, is not signed by the Tenant, and there is no evidence a copy was provided to the Tenant. I place little weight on this report.

Carpet and Subfloor Damage

The Landlord alleged extensive carpet and subfloor damage in four bedrooms and testified that photographs were taken but later deleted. No photographs, inspection reports, or independent assessments were provided to show the condition of the carpet or subfloor at the end of the tenancy.

The Tenant denied that any such damage occurred.

Without objective evidence demonstrating that damage to the carpet or subfloor existed, I am not satisfied that the Landlord has proven that any damage occurred, that the Tenant failed to comply with the tenancy agreement, or that any claimed loss resulted from the Tenant's actions. The invoices establish that flooring work was performed but do not establish why that work was necessary.

Cracked Tiles – Entryway and Kitchen

The Landlord testified that tiles were cracked and required replacement but provided no photographs or independent evidence of the alleged damage. The Tenant denied causing any damage.

In the absence of reliable evidence establishing the condition of the tiles at the end of the tenancy, the Landlord has not proven that damage existed or that any loss resulted from a failure by the Tenant to comply with the Act or tenancy agreement.

Primary Washroom – Toilet and Tile Damage

The Landlord testified that there was water damage and that the toilet required replacement. The only photograph provided shows a toilet already removed from the bathroom. This image does not show damage, the cause of any damage, or that any condition resulted from the Tenant's actions.

The Tenant denied that any damage occurred.

I find the Landlord has not established that damage to the washroom existed at the end of the tenancy, nor that any alleged loss resulted from a breach by the Tenant.

Basement Countertop and Sink

The Landlord alleged that the countertop was dented and the sink was not functioning but provided no photographs or independent evidence to substantiate these allegations. The Tenant denied causing any damage.

Without objective evidence showing that damage existed, I find the Landlord has not proven that the Tenant failed to comply with the Act or tenancy agreement or that any loss resulted.

Holes in Walls and Painting

The Landlord alleged extensive holes in the walls and testified that photos had been taken but were deleted. The two photos of cut-out drywall provided do not clearly identify the location within the unit or demonstrate the nature or cause of any damage. The Tenant denied causing holes or altering the layout of the home.

I find the Landlord has not provided reliable evidence that wall damage existed at the end of the tenancy or that any such damage resulted from the Tenant's actions.

Garbage Removal / Disposal

The Landlord claimed \$400.00 for debris disposal but did not provide an invoice or receipt. As I have not found that any damage requiring removal has been proven, I find this claim is not supported.

The Landlord submitted only three photographs: one of a bathroom with the toilet removed, and two showing sections of cut-out drywall. The Landlord was unable to identify where in the rental unit the drywall photos were taken or what specific damage they depicted.

These photographs do not establish that the Tenant caused damage to the rental unit.

For each category of claimed damage, the Landlord has failed to prove that damage to the rental unit existed at the end of the tenancy. Without evidence that damage occurred, the Landlord cannot establish that the Tenant failed to comply with the Act, regulation, or tenancy agreement, or that any loss resulted from such a failure.

Accordingly, the Landlord's claim for damages is dismissed in its entirety.

Is either party entitled to recover the filing fee for this application?

Both parties paid a filing fee and both sought monetary relief against the other. As each party was successful on some issues and unsuccessful on others, I find that it would not be appropriate to award recovery of the filing fee to either party. Accordingly, each party must bear their own filing fee.

Conclusion

The Tenant's application is dismissed in its entirety, without leave to reapply.

The Landlord's application is dismissed in its entirety, without leave to reapply.

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: February 13, 2026

Residential Tenancy Branch