

## **DECISION**

### **Introduction**

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

- a Monetary Order for the return of all, a portion, or double the amount of their security deposit under sections 38 and 67 of the Act; and
- authorization to recover the filing fee for this Application from the landlord under section 72 of the Act

This hearing also dealt with the landlord's Application under the Act for:

- recovery of lost or unpaid rent under sections 7, 26, and 67 of the Act; and
- authorization to recover the filing fee for this Application from the tenant under section 72 of the Act.

### **Service of Notice of Dispute Resolution Proceeding (Proceeding Package) and Evidence**

The parties acknowledged service of the Proceeding Packages from one another and stated that they had no service concerns. I therefore found the parties sufficiently served with the Proceeding Packages for the purposes of the Act and the hearing of both Applications proceeded as scheduled.

The landlord acknowledged service of the documentary evidence before me from the tenant and stated that they had no service concerns. I therefore found the landlord sufficiently served with the tenant's documentary evidence and accepted it for consideration. No evidence was served by the landlord on the tenant or submitted by the landlord to the Residential Tenancy Branch (Branch) for my consideration.

### **Issues to be Decided**

Is the landlord entitled to recover unpaid or lost rent?

Is the tenant entitled to the return of all, some, or double the amount of their security deposit?

Are the parties entitled to recover their filing fees?

## **Background and Evidence**

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

The parties entered into a verbal tenancy agreement for the tenant to rent a bedroom from the landlord at \$900.00 per month. Although the tenant was to share common space with other occupants of the unit, they did not share space with the landlord/owner.

On September 2, 2025, the tenant paid a \$450.00 security deposit, which the landlord still holds in trust. On September 4, 2025, they paid pro-rated rent for September 2025, in the amount of \$800.00. On September 15, 2025, the tenancy began. On approximately September 17, 2025, the tenant texted the landlord that they were ending their tenancy, as the landlord had introduced a new rule restricting guests, which they “could not live with”. The landlord disagreed stating that the issue was not guests but rather the tenant’s unauthorized occupant. Although they acknowledged receiving the text message from the tenant, they could not recall the date.

The landlord stated that they advertised the rental unit as soon as they received the tenant’s text, but could not secure a new tenant to move in until November 1, 2025. As a result, they stated that the tenant owes them rent for October 2025, as they did not properly end their tenancy, did not pay rent for October 2025 as required, and they were unsuccessful in re-renting the unit for October 2025 despite their best efforts. The tenant disagreed stating that as the landlord was restricting guests, they were entitled to end their tenancy with less than 30 days notice, as they could not live with that restriction.

The parties agreed that the tenant vacated the rental unit on October 1, 2025. Although move-in and move-out condition inspections were scheduled and completed, no condition inspection reports were filled out. The tenant stated that they provided their forwarding address to the landlord in writing via the #RTB-41, which they sent to the landlord by email, text message, and mail on October 1, 2025. Although the landlord acknowledged receipt, they could not recall exactly when or how.

As a result of the above, the landlord sought \$1,000.00 in compensation for lost or unpaid October 2025 rent plus recovery of their \$100.00 filing fee. The tenant sought \$900.00 for double the amount of their security deposit, plus recovery of their \$100.00 filing fee.

## **Analysis**

When two parties to a dispute provide equally possible accounts of events or circumstances related to a dispute, the party making the claim has responsibility to provide evidence over and above their testimony to prove their claim.

## **Is the landlord entitled to recover unpaid or lost rent?**

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.

Section 7 of the Act states that if a landlord or tenant does not comply with the Act, regulations, or their tenancy agreement, the non-complying party must compensate the other party for any damage or loss that results. It also states that the party claiming the loss must do whatever is reasonable to minimize the damage or loss.

At the hearing, the parties agreed that rent in the amount of \$900.00 was due each month under the tenancy agreement. I therefore accept this as fact. As there is no evidence before me that the tenant had a right under the Act to deduct or withhold their rent, I find that they did not.

As no written tenancy agreement was entered into or submitted, I do not know whether the tenancy agreement was periodic (month-to-month) or fixed term in nature. Regardless, I find that the tenant failed to end their tenancy in accordance with the Act. The text sent by the tenant to the landlord on or about September 17, 2025, does not constitute proper written notice under the Act as it does not comply with section 52 of the Act. Text messaging is also not an approved method of service under the Act. Even if the text message complied with section 52 of the Act and was considered properly served, the earliest that the tenant could have lawfully ended a month-to-month tenancy under section 45(1) of the Act was October 31, 2025. If this were a fixed term tenancy, they would not have been able to end the tenancy under section 45(2) of the Act until the end of their fixed term.

Although a tenant may end a tenancy earlier than either of the above dates if the tenancy is frustrated or the landlord has breached a material term of the tenancy agreement, there is no evidence before me that the tenancy was frustrated, as defined in Residential Tenancy Policy Guideline (Guideline) #34. There is also no evidence before me that there are any material terms under the tenancy agreement, let alone that the landlord breached a material term, or that the tenant complied with Guideline #8. As a result, I am not satisfied that the tenancy was properly ended by the tenant under section 44(1)(e) or 45(3) of the Act. Based on the above, I find that the tenant was required to pay rent in the amount of \$900.00 on the first day of each month until at least October 31, 2025, or the end of any fixed term. I am also satisfied that the tenant failed to pay any rent on October 1, 2025, therefore breaching section 26 of the Act.

Further to the above, I find that the tenant breached the Act and their tenancy agreement when they ended their tenancy on October 1, 2025, without having first properly served the landlord with a notice to end tenancy in compliance with section 52 of the Act and either Section 45(1) or 45(2) of the Act, whichever applied. I am also satisfied based on the landlord's affirmed and uncontested testimony that they acted reasonably to mitigate their loss of rent by advertising the unit for re-rental expediently,

and that despite their best efforts, it was not re-rented until November 1, 2025. The tenant also left them with less than two weeks to find a new tenant for October. As a result, I grant the landlord's claim for unpaid/lost rent. Although they claimed for \$1,000.00, I find that they are only entitled to \$900.00, as that is the amount that rent that was due for October 2025 under the tenancy agreement.

**Is the tenant entitled to the return of all, some, or double the amount of their security deposit?**

The parties agreed that a \$450.00 security deposit was paid on September 2, 2025. They also agreed that the tenant vacated the rental unit on October 1, 2025.

The tenant stated that they sent the landlord their forwarding address in writing via the #RTB-41 by mail, email, and text message on October 1, 2025. Although the landlord acknowledged receipt of the forwarding address, they could not recall the date it was received. As there is no evidence that the parties pre-agreed to service by email, I find that email was not an approved service method under the Act. As set out earlier in this decision, text messaging is also not an approved service method under the Act. I therefore deem the landlord served with the tenant's forwarding address in writing on October 6, 2025, five days after I am satisfied it was sent to the landlord by mail, pursuant to section 90(a) of the Act.

As there is no evidence before me that the tenant extinguished their right to the return of their deposit under section 24(1) or 36(1) of the Act, I find that they did not. As a result, I therefore find that the landlord was required under section 38(1) of the Act to either return the full amount of the deposit to the tenant, with interest, or file a claim against it with the Branch by October 21, 2026. The landlord did neither. As a result, I find that the doubling provision set out under section 38(6) of the Act applies.

As of today's date, \$1.42 in interest has accrued on the \$450.00 security deposit paid on September 2, 2025. I therefore award the tenant \$901.42 for double the amount of their security deposit ( $\$450.00 \times 2 = \$900.00$ ), plus the \$1.42 in interest that has accrued on the base deposit amount as of today's date.

**Are the parties entitled to recover their filing fees?**

Recovery of filing fees under section 72(1) of the Act is at my discretion. As both parties were successful, at least in part, in their Applications, I therefore grant them recovery of their respective filing fees from one another.

**Conclusion**

As set out above, the landlord is entitled to \$1,000.00 in compensation from the tenant. \$900.00 for lost/unpaid October 2025 rent, and \$100.00 for recovery of the filing fee. The tenant is also entitled to compensation from the landlord in the amount of \$1,001.42. \$901.42 for double the amount of their security deposit, plus interest, and

\$100.00 for recovery of their filing fee. After offsetting these amounts against each other, I find that the tenant is entitled to \$1.42. Pursuant to section 67 of the Act, I grant the tenant a Monetary Order in this amount. The tenant is provided with this Order in the above terms and the landlord must be served with **this Order** by the tenant as soon as possible. Should the landlord fail to comply with this Order, it may be filed and enforced in the Provincial Court of British Columbia (Small Claims Court) as it is equal to or less than \$35,000.00.

I believe that this decision has been rendered within 30 days after the close of the proceedings, in accordance with section 77(1)(d) of the Act and the *Interpretation Act* with regards to the calculation of time. However, section 77(2) of the Act states that the director does not lose authority in a dispute resolution proceeding, nor is the validity of a decision affected if it is given after the 30-day period in subsection (1)(d). As a result, I find that neither the validity of this decision, nor my authority to render it, are affected if I have erred in my calculation of time and this decision and the associated Order were issued more than 30 days after the close of the proceedings.

This decision is made on authority delegated to me by the Director of the Branch under section 9.1(1) of the Act.

Dated: February 26, 2026

---

Residential Tenancy Branch