Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

DECISION

Dispute Codes Landlords: MNDCL-S, LRSD, FFL
Tenants: MNDCT, MNSD

Introduction

This hearing dealt with the Landlords' Application under the *Residential Tenancy Act* (Act) for:

1. A Monetary Order for compensation for a monetary loss or other money owed – holding security deposit under sections 38 and 67 of the Act; and,
2. Recovery of the application filing fee under section 72 of the Act.

This hearing also dealt with the Tenants' cross Application under the Act for:

1. An Order for compensation for a monetary loss or other money owed under section 67 of the Act; and,
2. An Order for the return of part or all of the security deposit under section 38 of the Act.

Landlord CK, Landlord AL attended the hearing for the Landlords.

Tenant NC, Tenant AL attended the hearing for the Tenants.

Service of Notice of Dispute Resolution Proceeding and evidence (Proceeding Package)

The Landlords testified that they served the Tenants with their Proceeding Package by email on October 14, 2025. The Landlords uploaded a copy of the Address for Service form #RTB-51 signed on August 19, 2025. The Tenants confirmed its receipt. I find that the Tenants were deemed served with the Landlords' Proceeding Package on October

17, 2025 in accordance with sections 43(2) and 44 of the *Residential Tenancy Regulation* (Regulation).

The Tenants testified that they served the Landlords with their Proceeding Package by email on December 22, 2025. The Landlords confirmed its receipt. I find that the Landlords were deemed served with the Tenants' Proceeding Package on December 25, 2025 in accordance with sections 43(2) and 44 of the Regulation.

Other Service

The Landlords served their Application to amend their dispute resolution claim to the Tenants by email on December 24, 2025. The Tenants confirmed its receipt. I find that the Landlords' amendment was deemed served to the Tenants on December 27, 2025 in accordance with sections 43(1) and 44 of the Regulation.

Issues to be Decided

Landlords:

1. Are the Landlords entitled to a Monetary Order for compensation for a monetary loss or other money owed?
2. Are the Landlords entitled to retain the security deposit to offset their monetary claims?
3. Are the Landlords entitled to recovery of the application filing fee?

Tenants:

1. Are the Tenants entitled to an Order for compensation for a monetary loss or other money owed?
2. Are the Tenants entitled to an Order for the return of part or all of their security deposit?

Background and Evidence

I reviewed all written and oral evidence and submissions presented to me; however, only the evidence and submissions relevant to the issues and findings in this matter are described in this decision.

The parties confirmed that this tenancy began as a fixed term tenancy on June 1, 2023. The fixed term ended on June 1, 2024, then the tenancy continued on a month-to-month basis. Monthly rent was $1,750.00 payable on the first day of each month. A security deposit of $875.00 was collected at the start of the tenancy and is still held by the Landlords.

The parties testified that:

- The tenancy ended on September 30, 2025;
- The Tenants provided their forwarding address in writing to the Landlords on September 30, 2025;
- The Landlord said they did not have an outstanding monetary order against the Tenants at the end of the tenancy; and,
- The Landlord said that the Tenants emailed them that the Landlord could not keep some or all of the Tenants' security deposit.

The Landlords testified that a move-in condition inspection was completed by their property managers with the Tenants on May 30, 2023. The Landlords pointed out that the Tenants signed the move-in condition inspection report. The Landlords stated that a copy of the report was given to the Tenants on May 30, 2023.

The Tenants testified that on May 30, 2023, the move-in condition inspection report was already pre-filled in, and they were told to just sign it. The Tenants said the property manager said they would come back to complete the move-in condition inspection, but they never did. The Tenants said they never received a copy of the move-in condition inspection report after the walk through was completed.

The Landlords stated that the parties participated in a move-out condition inspection on September 30, 2025. The Landlords pointed to an email dated September 30, 2025 where the property manager wrote the Landlords and cc'd Tenant NC with a copy of the move-out condition inspection report. The email stated:

> *I have attached the Condition Inspection Report which [Tenant NC] refused to complete stating that he never did a move-in walk thru inspection with [former property manager], and as such, he did not agree with it. I got him to write the objection and sign it. Similarly, I got him to initial my remarks under End of Tenancy paragraph to agree that he denied the facts.*

He claims to have signed the form which was allegedly pre-filled by [former property manager], and denies having been issued with two fobs, or storage key, at the start of the tenancy.

I have also attached the acknowledgement of the settlement cheques that he received

The Tenants stated on September 30, 2025, they met with the Landlords' property manager, and they explained that a move-in condition inspection was not completed at the beginning of the tenancy, rather it was already pre-filled in. The Tenants noted this fact down on the report when present to do the move-out condition inspection. The Tenants stated that the property manager said in that case, there was no point in completing the move-out condition inspection. The Tenants said they returned all the keys that were given to them or that they shortly acquired at the start of the tenancy, and the Tenants pointed to their Move Out Interaction video.

Landlords' Application:

The Landlords applied for dispute resolution claiming against the security deposit on October 10, 2025.

On September 24, 2025, the Tenants sent an email to the Landlords stating, "*I agree to the terms of this settlement, I hope we can move forward from this and shake hands on the 30th. I appreciate your quick response very much.*" The terms of the settlement agreement were:

1. The landlord will waive the one-month notice to end tenancy requirement, provided tenant hand over the keys on **September 30, 2025**. The key handover and unit inspection will be conducted in person that day.
2. The landlord will contribute up to **$500 toward tenant moving expenses**, conditional on key handover on September 30, 2025.
3. The landlord agrees on September 2025 Rent abatement of $554.17, however, payment will be provided on Sept 30, 2025 at the end of the tenancy, together with the $500 moving expenses, both items will be provided by cheques in person.
4. This settlement will apply **only** to claims related to termination of tenancy and related compensation. It will not be considered a settlement of any broader claims or liabilities not related.

The Landlords seek compensation for:

Item	Amount
Replace building key	$50.00
Replace storage room key	$25.00
Strata fine-unauthorized Sunday move	$200.00
Strata fine-improper garbage disposal	$200.00
Rent abatement	$554.17
Move-out contribution	$500.00
1 month rent of notice	$1,750.00

Replace building and storage room keys:

The Landlords testified that the Tenants did not return the building key and storage room key at the move-out condition inspection on September 30, 2025. The Landlords submitted because the Tenants did not return all keys at move-out, they breached the settlement agreement the parties entered on September 24, 2025.

The Landlords did not point to any evidence showing proof of payment for the replacement of the building key.

On October 6, 2025, the Landlords asked their strata if they were able to get one storage room key for their next tenant, and how much would it cost. The head concierge replied that storage keys are $25.00 each. The Landlords uploaded their cheque and a receipt from the property management company that they paid $25.00 for a new storage room key on December 9, 2025.

The move-in condition inspection report stated:

W. KEYS AND CONTROLS	TYPE OF KEY OR CONTROL	# ISSUED AT START OF TENANCY	# RETURNED AT END OF TENANCY
	Building Entrance Keys	1 FOB	
	Rental Unit Entrance Main Locks	2 Door	2
	Rental Unit Deadbolt		
	Parking Remote Control	1 FOB	2
		1 Mail	1
		1 Storage	

The Tenants signed this report without making any corrections.

The Tenants submitted that they never received a separate main building fob at the start of the tenancy. They testified they received two unit door keys – one was given to them, and one the Tenants had cut and they were reimbursed, two remote parking fobs

– one was given to them, and the second one was ordered and paid for by the Landlord, and one mailbox key. The Tenants confirmed that the parking remotes could also open the building entrance door, so there was no need to pursue a fob or key for that door.

The Tenants testified that they never received a storage unit key at move-in. The Tenants said they accessed the storage unit through concierge assistance, and concierge staff would escort them to open their storage. The Tenants pointed to the Landlords' evidence that the concierge confirmed they opened the storage unit so the Tenants could take out all their belongings in it. The Tenants said this access was inconvenient but workable, and anyways, they only accessed the storage room about four times.

The Tenants confirmed they returned every key and fob ever issued to them for this tenancy.

Strata fine-unauthorized Sunday move:

On a letter dated October 3, 2025 from property management, it was noted that on September 28, 2025, "*[i]t was observed that the Resident(s) … conducted an unauthorized move without any reservation and paying the necessary fees.*" The Landlords confirmed that the Tenants signed the Form K document on May 30, 2023 confirming they understood they must comply with the strata bylaws and rules. The Landlords uploaded this document.

On October 7, 2025, the Landlords provided copies of the two strata management infractions to the Tenants by email. The Tenants had until October 17, 2025 to answer the complaint. The Tenants never disputed the fines to the strata council.

The Landlords stated that the Tenants were explicitly told that Sunday moves are not permitted, but the Tenants insisted that Sunday was going to be their move day. The Landlords uploaded the email streams of conversations between the Tenants and the building manager about the Sunday move. On September 25, 2025, Tenant AL was told that elevator bookings are not available on Sundays, but AL "*mentioned that [they] intend to proceed with [their] move regardless.*" The Landlords emailed the Tenants the next day saying, *"… if the strata issue us an infraction, we will need to take it off your security deposit.*"

The Tenants appealed to the building manager about the non-permissibility of Sunday moves. The building manager said they, "*must align with the strata bylaws.*"

The Tenants submitted it was necessary that they move on the Sunday due to the Landlords' failure to provide a safe and habitable rental unit. The Tenants pointed to a couple of emails written by Landlord CK where the Tenants say that Landlord CK admitted the unit would not be safe or habitable on September 20, 2025. In that email, CK did not agree there was a fire safety hazard, and under Managing Expectations, CK stated, "*…your security concerns will remain until [the neighbouring unit] repairs their wall. This work is ultimately at their discretion, not ours, … [u]ntil then, you will not be able to enjoy the security, and safety of your place.*"

The Landlords said they gave the fine notices to the Tenants, and the Landlords uploaded the email stream. The Tenants denied that they owed a fine for their Sunday move but were silent on whether they were responsible for the fine for disposing of a plant and pot in the building's garbage compactor.

The Tenants claim the fine is unreasonable. The Tenants said they had caselaw, but this was not presented to me.

The Landlords uploaded their cheques and a receipt from the property management company that they paid $400.00 for the $200.00 Sunday move fine, and the $200.00 improper garbage disposal fine on December 1, 2025.

Strata fine-improper garbage disposal:

On a letter dated October 3, 2025 from property management, it was noted that on September 28, 2025, "*[i]t was observed that the Resident(s) of the above noted unit improperly disposed of a plant, including the pot, into the compactor machine.*"

The Landlords said that the Tenants threw garbage into the wrong disposal area. The Landlord said the Tenants received notice of the infraction. The Landlords were fined $200.00, and as noted above, the Landlords paid this fine on December 1, 2025.

The Tenants denied responsibility for the improper garbage disposal. The Tenants said the fine was tainted by a privacy breach as identification required surveillance or searching garbage. The Tenants said all their garbage was tied and disposed of properly.

Rent abatement:

The Landlords withdrew this claim because this payment to the Tenants was not conditional on key return.

Move-out contribution:

The Landlords stated settlement agreement term two required the Landlords to contribute $500.00 to the Tenants' moving expenses if the Tenants returned all the keys. A $500.00 cheque was given to the Tenants at the move-out condition inspection, and the Tenants signed for its release. The Landlords said they did not receive all the keys, so the Landlords applied for the return of the $500.00 moving expense contribution.

The Tenants said all the keys in their possession were returned to the Landlords on September 30, 2025.

1 month rent for short move-out notice conditionally waived on settlement:

The Landlords initially waived the one-month notice to end tenancy requirement when the parties agreed to the settlement terms. Term one said the one-month notice requirement would be waived provided the Tenants return the keys to the Landlords. The Landlords said they did not receive all the keys, specifically one building fob and one storage unit key, as noted on the move-in condition inspection report. The Landlords applied for one-month's rent as compensation because this settlement term was not met.

The Tenants said they returned all the keys they were ever given. The Tenants were consistent that they received two unit door keys, two remote parking fobs – which they said opened the front door of the building as well, and one mailbox key. At the start of the tenancy, the Landlords were aware that some keys or fobs were missing, and the Landlords reimbursed the Tenants for one unit door key, and one remote fob. The Tenants deny that they owe the Landlords one-month's rent as they returned all the keys they were given.

Tenants' Application:

The Tenants seek compensation for:

Item	Amount
Double security deposit plus interest $875.00 X 2 =	$1,835.08
Loss of quiet enjoyment	$10,500.00
Aggravated damages	$3,000.00

Jurisdictional clarification:

The Tenants submit that despite the parties entering into a mutual settlement agreement, the Landlords cannot rely on term four of the settlement to bar the Tenants' current claims.

Double security deposit:

The Tenants submitted that the Landlords' right to claim against the security deposit for damage, keys, or cleaning is extinguished due to their failure to meet procedural requirements for condition inspection reports.

The Tenants rely on their claim that the move-in condition inspection report was pre-filled in before they ever moved into the rental unit. The Tenants submitted that the Landlord failed to offer two separate opportunities to participate in the move-in condition inspection. Further, the Tenants submitted that the Landlords' agent failed to conduct a proper move-out condition inspection on September 30, 2025.

Due to these failures, the Tenants submitted that the Landlords' right to claim against the security deposit for damage is extinguished under sections 24 and 36 of the Act, even if they filed on time. The Tenants seek the return of double their security deposit in the amount of $1,835.08 ($917.54 X 2).

The Landlords submitted that they are not claiming against the security deposit for damage to the rental unit. They said they are simply offsetting their claims against the security deposit held.

Loss of quiet enjoyment:

The Tenants submitted that they lost their right to quiet enjoyment of the rental unit including freedom from unreasonable disturbance and exclusive possession of the rental unit over the past year because the Landlord breached the Act including violating a prior RTB Order.

The Tenants alleged their tenancy was severely devalued due to persistent, and targeted harassment from neighbouring units. The Tenants said neighbours yelled at them, mocked them, and engaged in hostile verbal interactions with them. The Tenants said this behaviour was persistent over a long period.

The Tenants uploaded an unsworn opinion letter from Tenant AL's father, stating he has professional experience in construction and building standards. This letter stated he was writing this in support of his daughter.

The Tenants uploaded an unsworn, unsigned witness statement dated December 11, 2025 from a close friend LB that they allege prove that neighbours mocked their conversation in the hallway. The Tenants uploaded a video they say was recorded by this witness of one incident. The witness statement also claimed that Tenant AL could not comfortably use their patio because the neighbours would come outside to apparently listen into conversations Tenant AL was having with visitors.

The Tenants directed me to watch/listen to seven video files (5B-5N) which I reviewed. The Tenants uploaded one video which was an example of a quiet and peaceful time in the one room. They submitted these pieces of evidence to demonstrate the alleged loud banging they were experiencing from the occupants in the unit above them.

The Tenants submitted alleged property damage (liquid poured on their balcony) photograph evidence, showing a cooler on their balcony that is partially covered with a reddish-brown residue. The Tenants stated a liquid was poured onto their balcony from above, then the water evaporated.

The Tenants submitted that the upstairs harassers monitored their movements and would bang over them in any room they moved to.

The Tenants reported to a property manager that the upstairs occupant had called the police to their unit. They uploaded their email to the property manager dated August 6, 2025. Tenant AL reported that this disturbance woke up Tenant NC, and Tenant AL woke up when the police arrived at their rental unit.

The Tenants characterize these comments leading from willful malice and negligence regarding the Tenants' safety. The Tenants say the Landlords' application is a punitive action, filed out of spite and not based on objective or defensible losses.

The Tenants stated that the Landlords are in breach of a former RTB Order from a previous file number (file number copied on the cover sheet of this Decision). That previous matter heard on September 10, 2025 resolved in a settlement dated September 24, 2025, in which the Arbitrator noted agreed facts such as:

> *It is undisputed that the Tenants complained about unreasonable disturbance to the former property manager and the Landlord's current property manager. The former property manager advised the Tenants to complain to the building concierge, which they did. The Tenants subsequently complained to the Landlord's current property manager and the current property manager raised the Tenant's complaints to the attention of the strata property management company. Despite the above efforts the Tenants continue to suffer unreasonable disturbance from another occupant in the building and they have concerns that the building concierge shared information with the offending occupant and issued un-timely written reports.*
>
> *Up until this proceeding package and evidence was served, the Landlords/owners were unaware of the disturbances the Tenants were suffering at the hands of another occupant of the building and their concerns regarding the building concierge and the building's strata property management company.*

Based on the agreed upon terms from the September 10, 2025 settlement hearing, the Tenants were to compile an evidence package and provide it to the Landlords and the property manager. Upon receipt of the evidence package, the Landlords agreed to review and compile a package of information and escalate the situation to the strata corporation and request the strata corporation to take appropriate action.

On September 19, 2025, Landlord CK wrote an email to the Tenants requesting information about the neighbour harassment and disruption that they would submit to the strata council. Landlord CK expressed genuine concern about the Tenants' safety.

On September 24, 2025, as previously described, the Tenants agreed to settlement terms to end their tenancy and soon vacated.

The Tenants submitted that the Landlords breached the settlement reached from the September 10, 2025 hearing date. They allege the Landlords never sent the draft to the strata corporation. The Tenants stated the Landlords failure to act throughout the tenancy directly exposed the Tenants to continued harassment and danger. The

Tenants alleged this harassment, and danger was exacerbated when the wall to the neighbouring unit was left open on September 16, 2025 which the Tenants discovered at 11:00 PM that evening.

The Landlords' email dated September 19, 2025 confirmed that the larger hole was fixed within 24 hours. There remained a gap around an electrical outlet where the Tenants stated they could see into their neighbour's suite. The Tenants also believed this gap created a fire safety hazard and ongoing security concerns. No fire inspection report was uploaded. In the September 19 email, Landlord CK stated:

> *Questions and some comments*
>
> *1) Did you have a persistent neighbor harrassment [sic] and disruption noise with [next door unit ##], I only knew about Upstair Unit ##. If you have, please provide me evidence and I will include it to strat [sic] council* (emphasis added)

The Landlords said that the Tenants' alleged loss of quiet enjoyment was not caused by the Landlords or the Landlords' neglect. The Landlords submitted that they first found out about the neighbour's actions on the Tenants during the settlement discussion in the September 10, 2025 hearing. The Landlords said the Tenants chose to settle on September 24, 2025, so they cannot seek further compensation saying the Landlords did not observe the September 24, 2025 RTB Order as that would be akin to double recovery.

Aggravated damages:

The Tenants submitted that the Landlords' agent's email dated October 1, 2025 proves the Landlords' actions were driven by personal malice, contempt, and a desire to be rid of the Tenants. The email stated:

> *The former tenants had caused a lot of unnecessary drama with their conduct, and it is a great relief for both the owners and the building staff to not having to deal with them anymore.*

The Tenants said they were in a constant state of anxiety and fear which is confirmed by close friend LB's witness statement. LB wrote that the conditions in the building caused ongoing distress for Tenant AL.

The Tenants also rely on a witness statement from JL who is Tenant AL's father. The Tenants submit that the Landlords' negligence not only created a physical defect in the rental unit, but also this defect actively exacerbated the Tenants' psychological distress.

The Tenants stated the Landlords' actions contributed to a year-long loss of peace and safety. Tenant NC relies on a December 5, 2024 doctor's note that states, "*[Tenant NC] has ongoing medical issues, please allow time off for recovery.*"

The Landlords submitted that the Tenants' aggravated damages claim arise from the same loss of quiet enjoyment claim submitted by the Tenants which was caused by third parties unknown by the Landlords. The harassment was not deliberately or high-handedly advanced from the Landlords.

Further the Landlords argued that the Tenants' witness statements do not constitute objective and independent proof of their claims. The Landlords point to the dates of both witness statements and note they were both dated in December 2025, three weeks before the first hearing date, and months after the end of the tenancy. Neither were raised during the September 10, 2025 hearing date. The Landlords submitted that these witness statements were manufactured to support the Tenants' claims and should be given little or no weight.

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.

Jurisdictional clarification:

I repeat term four of the parties' settlement agreement to end their tenancy which was:

> *This settlement will apply only to claims related to termination of tenancy and related compensation. It will not be considered a settlement of any broader claims or liabilities not related.*

The Tenants submitted that the Landlord cannot rely on the settlement to bar the Tenants' current claims.

Section 60(1) of the Act says that an application for dispute resolution must be made within 2 years of the date that the tenancy to which the matter relates ends.

If term four means the Tenants cannot bring their current claims, which I do not find it does, I find that term four would be akin to contracting out of the Act, specifically section 60, which is not permitted according to section 5 of the Act. If term four was the parties' efforts to contract out of the Act, then the term would be inconsistent with the Act and would not be enforceable according to section 6(3) of the Act.

For clarification, I do not find that term four of the parties' settlement agreement bars the Tenants' current claims. They will be analyzed below.

Are the Landlords entitled to retain all or a portion of the Tenants' security deposit in partial satisfaction of the monetary award requested?

Section 38 of the Act sets out the obligations of a landlord in relation to a security deposit held at the end of a tenancy.

Section 38(1) requires a landlord to return the security deposit in full or file a claim with the RTB against it within 15 days of the later of the end of the tenancy or the date the landlord receives the tenant's forwarding address in writing.

In this matter, it is not necessary to determine whether the Landlords extinguished their rights in relation to the security deposit under sections 24 or 36 of the Act because extinguishment only relates to claims for damage to the rental unit and the Landlords have claimed for compensation for replacement keys, strata fines, repayment of rent abatement and move-out expenses, and unpaid rent for an early move-out. I find the Landlords' claims are for something other than damage to the rental unit and extinguishment does not apply.

I accept the testimonies of the parties and based on this, as well as the documentary evidence submitted, I find the following:

- The tenancy ended September 30, 2025.
- The Tenants' forwarding address was provided to the Landlords in writing at the move-out condition inspection on September 30, 2025.

The Landlords made their application for dispute resolution to claim against the security deposit on October 10, 2025. I find that the Landlords made their application in time.

Given the above, I find the Landlords complied with section 38(1) of the Act in relation to the security deposit and are entitled to make a claim against the security deposit to pay a liability or obligation of the Tenants. I find the liability or obligation the Landlords seek are not damage to the rental unit. Given that the Landlords complied with section 38(1) of the Act, I find that section 38(6) of the Act is not engaged, and the security deposit will not be doubled.

Are the Landlords entitled to 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, when a party makes a claim for damage or loss, the burden of proof lies with the applicant to establish the claim. In this case, to prove a loss, the Landlords must satisfy the following four elements on a balance of probabilities:

1. Proof that the damage or loss exists;
2. Proof that the damage or loss occurred due to the actions or neglect of the tenant in violation of the Act, Regulation or tenancy agreement;
3. Proof of the actual amount required to compensate for the claimed loss or to repair the damage; and,
4. Proof that the landlord followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

Replace building and storage room keys ($50.00 + $25.00);
Move-out contribution ($500.00); and,
1 month rent for short move-out notice conditionally waived on settlement ($1,750.00):

The parties entered into a settlement agreement to end their tenancy. Terms one (return of one month's rent), and two (Landlords contribution to the Tenants' moving expenses) hinged on the Tenants returning all the keys the Landlords claimed the Tenants received. The Landlords relied on the key count in their move-in condition inspection report that listed the Tenants received:

1 building entrance key;
2 rental unit door keys;
1 remote parking fob;
1 mail key; and,
1 storage room key.

The Tenants submitted they:

- never received a separate main building entrance key;
- received two unit door keys – one was given to them, and one was cut later;
- received two remote parking fobs – one was given to them, and a second one was ordered. The Tenants testified that these remote parking fobs also worked for the building entrance, so they never needed separate keys for this entrance; and,
- received one mailbox key.

The Tenants stated they never received a storage room key, and they pointed to the Landlords' evidence that showed they would seek the concierge's assistance when they needed assess to their items in storage. The Tenants returned all the keys they had to the Landlords' property manager who did the move-out condition inspection.

I find the Tenants' testimonies more credible and reliable regarding keys received and returned. The Tenants clearly explained what keys they received, and which keys or fobs were later replaced/reimbursed by the Landlords. These explanations support the Tenants' position that not all keys were provided at the start of the tenancy.

I find the Tenants' explanation of how they accessed their storage room is corroborated by the Landlords' evidence that confirmed the Tenants needed the concierge's assistance to gain access to their storage space at the end of their tenancy.

In contrast, the Landlords rely primarily on the key accounting in the move-in condition inspection report. I place little weight on the information in this document as the Tenants consistently stated the report was pre-filled in, and they were instructed to sign it without a proper walk through being conducted.

The Tenants expected the property manager to come back later to complete the move-in condition inspection. They did not. While the Landlords deny this, I find the Tenants' explanation more credible given the surrounding evidence that some keys listed were not provided until later, or at all.

I find the Tenants returned all the keys and access devices that were ever in their possession. I find the Tenants complied with the key return requirements noted in the parties' end of tenancy settlement agreement.

Given that I have found that the Tenants could not have returned keys not given to them, then it follows that the Tenants did not breach the key return provisions in the settlement agreement. Based on the above findings:

- I dismiss the Landlords' claim for $50.00 for replacement of a building entrance key;
- I dismiss the Landlords' claim for $25.00 for replacement of a storage room key;
- I dismiss the Landlords' claim for the return of the $500.00 move-out contribution. The condition for this payment was satisfied; and,
- I dismiss the Landlords' claim for $1,750.00 for one month's rent. The waiver of notice remains effective because the Tenants complied with the settlement terms.

Strata fine-unauthorized Sunday move; and,
Strata fine-improper garbage disposal:

The Landlords submitted evidence that the Form K for the strata building was signed by the Tenants at the start of their tenancy.

The Tenants used an elevator for their Sunday move when they vacated the rental unit. According to the building bylaws, this is not permitted.

The Tenants improperly discarded a plant and pot in the disposal facility which was in breach of the strata bylaws.

The Landlords received bylaw infraction letters from the strata council which they forwarded to the Tenants. The infraction letters permitted the Tenants of the rental unit to answer the complaint or request an in-person hearing before the strata council. The Tenants did not dispute the infraction notices or participate in the process to provide more information to the strata council.

The Landlords provided proof that they paid the $200.00 fine for each complaint after they received the strata council's decision to impose the fines.

The Tenants said the fines were unreasonable as the Sunday move was necessary due to safety issues. Further, the Tenants said the fine imposed for the garbage disposal was not reliable because it would require surveillance or inspection of residents disposing of their garbage.

I do not accept either of the Tenants' explanations for the Sunday move, or the denial of responsibility for the improper garbage disposal. The Tenants were given an opportunity to dispute the infractions, and they did not.

The building manager told the Tenants that Sunday moves were not permitted when they advised the building manager they needed the elevator for their Sunday move. The building manager told them that they '*must align with the strata bylaws*'. The Tenants' unilateral decision to proceed with their Sunday move does not relieve them of their obligation to comply with the strata bylaws. Even if the Tenants believed the unit was unsafe, the proper course was to seek an exemption or make alternate arrangements prior to the move. There is no evidence that the Tenants received permission for a Sunday move.

The strata council issued the infraction for improper garbage disposal based on its observations. The Tenants were given notice by the Landlords of the infraction, and they had the opportunity to dispute it with the strata council. The Tenants did not dispute the infraction with the strata council.

I am satisfied that the Tenants breached the strata bylaws by conducting an unauthorized move on a Sunday and by improperly disposing of garbage items in the facilities. The Tenants did not provide any evidence that the fines were issued in error, and I accept the strata council's findings on both infractions.

The Form K signed by the Tenants confirms their obligation to comply with strata bylaws and rules. I find the Tenants breached two strata bylaws and these breaches resulted in fines totaling $400.00 ($200.00 for the Sunday move, and $200.00 for improper garbage disposal). The Landlords proved they paid these two fines. I find these losses were incurred as a direct result of the Tenants' breaches of the strata bylaws.

The Landlords have substantiated these claims, and I grant the Landlords **$400.00** compensation.

Rent abatement:

This claim was withdrawn by the Landlords.

Based on the testimonies of the parties, the evidence presented, and on a balance of probabilities, I find the Landlords are entitled to compensation under section 67 of the Act totalling **$400.00**.

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

Under section 67 of the Act, when a party makes a claim for damage or loss, the burden of proof lies with the applicant to establish the claim. In this case, to prove a loss, the Tenants must satisfy the following four elements on a balance of probabilities:

1. Proof that the damage or loss exists;
2. Proof that the damage or loss occurred due to the actions or neglect of the landlord in violation of the Act, Regulation or tenancy agreement;
3. Proof of the actual amount required to compensate for the claimed loss or to repair the damage; and,
4. Proof that the tenant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

Loss of quiet enjoyment:

The Tenants submitted that they lost their right to quiet enjoyment of the rental unit because of persistent and targeted harassment from neighbouring units. The Tenants also submitted that the Landlord breached the Act by violating a prior RTB Order.

Residential Tenancy Policy Guideline #6-Entitlement to Quiet Enjoyment (PG#6) is a guideline that deals with a tenant's entitlement to quiet enjoyment of the property that is the subject of a tenancy agreement.

The basis for a finding of a breach of quiet enjoyment is set out in PG#6 as:

> A landlord must protect a tenant's right to quiet enjoyment. A breach occurs when there is substantial interference with normal and lawful use of the unit. This includes interference caused by the landlord. It also includes cases where the landlord knew of a disturbance and did not take reasonable steps to address it.
>
> Minor or temporary discomfort does not establish a breach. Ongoing or repeated disturbances may support a claim.
>
> To decide if a breach occurred, one must balance the tenant's right to quiet enjoyment with the landlord's duty to maintain the property.

> A landlord may be responsible for other tenants' actions if the landlord knew of the issue and failed to act reasonably.

The Tenants generally described that, over a long period, the neighbours yelled at them, mocked them, and engaged in hostile verbal interactions with them. The Tenants supported this claim using video and picture evidence, email evidence, and witness statements.

I find the Tenants' video evidence, uploaded to demonstrate that they were experiencing loud noises from the upstairs occupant, did not establish that the noises allegedly coming from the upstairs occupant were significantly loud. The Tenants asked that the volume be turned up to listen for the loud bangs and I find this does not lend itself for reliable findings. One of the Tenants' pictures shows that they placed a decibel reader in the curtain rod close to their ceiling to pick up the noise. I find this strategic placement may exaggerate the sounds the Tenants are alleging; therefore, reliable findings of loud noises from the upstairs occupant cannot be established.

On August 6, 2025, Tenant AL wrote in an email to the building manager that they did not wake up to the noise but rather woke up when the police knocked on their door. This email notes that '*both times [police] ended up going to address [the upstairs occupant's] behaviour*'. I find this disturbance is notable.

The Tenants seek to rely on unsworn, unsigned, and untested witness statements from Tenant AL's father, and a close friend to substantiate their claim of a breach of quiet enjoyment. The witness statement from LB refers to a video recording made by LB that, they allege, a neighbour '*began loudly mocking our conversation*'. The date of this event was April 27, 2025 as noted by the Tenants' uploaded description. The words coming from the recorded voice are unclear, other than one expletive, but as it is coming from inside another occupant's home, I find it is not clear that it was directed to Tenant AL and their close friend.

The Tenants did not bring their witnesses to the hearing, so their statements could be cross-examined by the Landlords. I find these two witness statements are not independent and objective assessments of the Tenants' claim of a breach of quiet enjoyment, so I place little weight on them.

The Tenants pointed to picture evidence showing that the top of a cooler on their balcony is covered with a reddish-brown residue. The Tenants speculated that a liquid was poured on their balcony. I find there is no reliable evidence to indicate this had

occurred by an outside party. At best, storing property outside is naturally expected to deteriorate by outdoor elements.

Again, the Tenants made a claim that the upstairs occupant was monitoring their movements and would bang over them in any room they were in. I find this claim is speculative, and I do not place any weight on it.

The Tenants alleged that the Landlords were in breach of an RTB Order stemming from a settlement hearing heard on September 10, 2025 and decision issued on September 24, 2025. The Arbitrator made no findings, but noted that the Landlords were unaware of the alleged disturbances the Tenants were experiencing in their rental unit.

On September 19, 2025, before receiving the settlement decision, the Landlords wrote the Tenants requesting information about the neighbour harassment and disruption that they would submit to the strata council. Landlord CK expressed genuine concern about the Tenants' safety. I find the Landlords were doing their due diligence, and I do not see any high-handedness or malice based on these actions from the Landlords.

It is not clear to me when the Tenants sent the Landlords their concerns and timeline, but the Tenants alleged that the Landlords never sent the Tenants' draft to the strata corporation. By September 24, 2025, as previously described, the Tenants agreed to settlement terms to end their tenancy and soon vacated.

I find much of the Tenants' submissions and evidence directed to me is generalized, not precisely dated, and speculative. They said they were harassed by their next door neighbour, but they did not point to any evidence about incidents of harassment aside from yelling from a neighbour that was supposedly directed at Tenant AL and their friend. I find some documentary evidence arises in August and September 2025 such as police attendance, and an escalation of emails with the building staff. I find there was some disturbance before September 2025, but it does not arise to the level of a substantial interference.

According to the September 19, 2025 email written by the Landlords to the Tenants, I find the Landlords were aware of disturbance from the upstairs occupant, but the Landlords were not made aware of the other disturbances the Tenants allege they were experiencing until the parties were at the September 10, 2025 settlement hearing.

I find the Landlords were in agreement to escalate the Tenants' concerns to the strata council, but within five days, on September 24, 2025, the parties entered their end of

tenancy settlement agreement. I find there was limited time to assess whether any remediation would have been effective.

Regarding the open wall issue, I find this exacerbated the situation for the Tenants, but evidence showed that the Landlords had the larger opening repaired within 24 hours. A residual gap around an electrical outlet remained and caused concern for the Tenants. I find this reflects imperfect mitigation, but not intentional neglect from the Landlords.

I find the Tenants experienced temporary exposure through the wall opening which heightened the impact on them. I find the Landlords were aware of the disturbance from the upstairs occupant, but the Landlords were not made aware of other disturbances from neighbours to the Tenants until late in the tenancy.

I acknowledge the Tenants experienced some disturbance from the upstairs occupant causing police officers to knock on the Tenants' door two times. I find the Landlords are liable only for a limited period when they were made aware in September 2025 and had a duty to act.

In accordance with section 64(2) of the Act, the director must make each decision or order on the merits of the case as disclosed by the evidence admitted and is not bound to follow other decisions under this Part.

I find a reasonable award of non-pecuniary damages is appropriate for the Tenants. I grant the Tenants **$300.00** compensation for their losses.

Aggravated damages:

I find there was no high-handed or malicious conduct by the Landlords. While the Tenants testified to experiencing distress, I put no weight on Tenant NC's doctor's note as its general statement, "*… has ongoing medical issues, …*" does not establish causation of Tenant NC's level of distress. I find the Landlords' conduct, particularly after becoming aware of the issues in September 2025, does not meet the threshold required to support an award of aggravated damages.

Are the Landlords entitled to recover the application filing fee?

Having been partially successful, I find the Landlords are entitled to recover the **$100.00** application filing fee paid to start this application, which I order may be deducted from the security deposit held under section 72(2)(b) of the Act.

The Tenants' monetary claim is calculated as follows:

Item	Amount
Security deposit to Tenants	$875.00
Security deposit interest*	$42.64
Tenants' loss of quiet enjoyment	$300.00
Less strata fine-unauthorized Sunday move	-$200.00
Less strata fine-improper garbage disposal	-$200.00
Less application filing fee to Landlords	-$100.00
Monetary award to Tenants:	$717.64

*The amount of interest in 2023 was 1.95%. The amount of interest in 2024 was 2.7%. The amount of interest in 2025 is 0.95%. The amount of interest in 2026 is 0%. Interest is calculated on the original security deposit amount, before any deductions are made, and it is not doubled. Interest was calculated using the Residential Tenancies Online Tools: Deposit Interest Calculator.

Conclusion

I grant a Monetary Order to the Tenants in the amount of **$717.64**. The Landlords must be served with this Order as soon as possible. Should the Landlords fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court of British Columbia and enforced as an Order of that Court.

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: May 31, 2026

Residential Tenancy Branch