



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

DECISION

Dispute Codes MNRL, MNDL-S, MNDCL, LRSD, OLRD, FFL, MNSDS-DR, MNDCT, MNSD, MNEVC, FFT

Introduction

This hearing was re-convened after the issuance of February 24, 2025, April 11, 2025, and May 13, 2025, interim decisions and dealt with the Landlord and Tenants Applications for Dispute Resolution under the *Residential Tenancy Act* (the Act):

The Landlord applied for:

- a Monetary Order for unpaid rent under section 67 of the Act
- a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act
- 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 retain all or a portion of the Tenant's security deposit in partial satisfaction of the Monetary Order requested under section 38 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

The Tenants applied for:

- 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
- a Monetary Order for compensation for the Landlord failing to occupy the rental unit at the end of the term of a fixed term tenancy with a requirement to vacate under section 51.1 of the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

Landlord representatives A.P. and D.M. attended the hearing for the Landlord.

Tenants A.F. and M.I.A. attended the hearing for the Tenants.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

I find that both Tenants were served on March 6, 2025, by pre-agreed e-mail in accordance with section 43(2) of the *Residential Tenancy Regulation*. The Landlord provided a copy of the outgoing e-mail showing the documents were included as attachments to confirm this service.

I find that the Landlord was served on March 6, 2025, by registered mail in accordance with section 89 of the *Residential Tenancy Act*. The tenants provided a copy of the Canada Post tracking number as proof of service.

Service of Evidence

Based on the submissions before me, I find that the Landlord's evidence was served to the Tenants in accordance with section 88 of the Act.

Based on the submissions before me, I find that the Tenants' evidence was served to the Landlord in accordance with section 88 of the Act.

Preliminary Matters

A previous decision issued by an Arbitrator on August 23, 2024, found that the Tenant had given not given notice to end the tenancy or abandoned the unit in August 2024 but rather that the Landlord had locked the Tenant out after the Tenant failed to pay her August 2024 rent. The Tenant was therefore granted an Order of Possession restoring her access to the rental property.

The Tenant agreed to waive any amount of her claim exceeding the \$35,000.00 maximum.

Issues to be Decided

Is the Landlord entitled to a Monetary Order for unpaid rent under section 67 of the Act?

Is the Landlord entitled to a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act?

Is the Landlord 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?

Is the Landlord entitled to authorization to retain all or a portion of the Tenants' security deposit in partial satisfaction of the Monetary Order requested under section 38 of the Act? If not, are the Tenants entitled to a Monetary Order for the return of all or a portion of their security deposit?

Is the Landlord entitled to authorization to recover the filing fee for this application from the Tenants under section 72 of the Act? If not, are the Tenants entitled to authorization to recover the filing fee for this application from the Landlord under section 72 of the Act?

Is the Tenant entitled to a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act?

Is the Tenant entitled to a Monetary Order for compensation for the Landlord failing to occupy the rental unit at the end of the term of a fixed term tenancy with a requirement to vacate under section 51.1 of the Act?

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.

Evidence was provided showing that this one-year fixed term tenancy began on September 1, 2023, with a monthly rent of \$2,000.00, due on the first day of the month, with a security deposit in the amount of \$1,200.00. The Tenant was responsible for 40% of the gas and hydro. The Tenant last occupied the unit on July 31, 2025.

According to the Landlord, the Tenant broke her lease by moving out of the unit on July 31, 2024, and therefore owes her rent for the balance of the tenancy agreement, specifically August and September 2024, in the amount of \$4000.00. She testified that because no notice was given that the Tenant was moving out, she blocked the driveway with her vehicle on July 31, 2024, so that the moving truck was prevented from leaving the property with the Tenant's belongings. Text messages between the Landlord and Tenant as well as pictures and videos of interactions between the parties on or about July 31, 2024, were submitted as evidence.

S.K.A. testified that the Tenant also owes her \$452.00 in unpaid utilities. Copies of utility bills and text messages were submitted as evidence.

She testified that she began advertising the unit for rent in the middle of October 2024 but was unable to re-rent it until November 1, 2024, due to the need to hire a construction company to repair all of the damages caused by the Tenant and other occupying family members S.A.2. and P.S.

According to the Landlord, the Tenant and occupants put cat litter in the sink causing a blockage and therefore she had to hire a plumber to fix it at a cost of \$2,000.00. She testified that the walls in the bathroom were blistered with moisture requiring the removal and replacement of drywall. She testified that other walls in the unit as well as some doors were damaged. She stated that the cost to repair the damage was \$5000.00. Alleged damage and before and after pictures and videos were submitted as evidence.

The Landlord testified that no move-in or move-out inspection reports were completed.

Tenant counsel D.S. argued that the Landlord had not provided any evidence to substantiate her claim that the Tenant left the unit unrentable at the time the tenancy ended. He testified that the Tenant denies causing any damage and that the unit was old and in the same condition at the end of the tenancy as when it began. He further argued that the Landlord is simply trying to renovate the unit at the Tenant's expense.

According to D.S., after the Tenant began discussing ending the tenancy, the Landlord locked her and the other occupants on August 1, 2024. He stated that the Tenant was in the process of removing a few items out of concern over the Landlord's behavior, the Landlord removed all of their belongings from the unit and changed the lock on the door.

D.S. testified that the Tenant did pay the utility bills as required and argued that the Landlord has not proven that she has not.

D.S. confirmed that no move-in or move-out inspections were conducted. He testified that the Tenant provided her forwarding address to the Landlord on her Notice of Dispute Resolution Proceeding (served on January 11, 2024).

D.S. argued that the Landlord breached the tenancy agreement due to her hostility and intimidation. He testified that she sent fake notice to end tenancy on March 1, 2024, by text and told her on March 4, 2024, also by text, that she planned to begin renovations in the unit. Copies of the text messages between the parties were submitted as evidence.

D.S. testified that the Tenant paid all of her rent and utilities up to and including July 31, 2024. Copies of e-transfers were submitted as evidence.

D.S. confirmed the Landlords testimony that she had blocked the moving truck from leaving on July 31, 2024. He disputed the Landlord's claim that she had not locked the Tenant out and only removed garbage from the unit. Videos of the Landlords vehicle across the driveway blocking the moving truck and the Tenant attempting to reenter the unit on August 1, 2024, were submitted as evidence.

According to D.S., based on the Landlord's actions and how the tenancy ended, the Tenant is seeking compensation from the Landlord as follows:

- \$2,000.00 for moving and living expenses
- \$5,000.00 for lost wages (Tenant claimed to have lost her employment due to stress)
- \$10,000.00 emotional distress
- \$24,000.00 for compensation based on section 51.1 of the Act

No evidence of costs, method of calculation, psychological treatment or reason for loss of employment was submitted.

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 a Monetary Order for unpaid rent under section 67 of the Act?

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 20 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.

I find that the tenancy ended on July 31, 2025, when the Landlord locked the Tenant out and removed her possessions despite the fact that the Tenant was subsequently awarded an Order of Possession 23 days later and could have returned. I find that the environment and relationship between the parties, which included police visitations, had become so toxic and unpleasant that the Tenant's decision not to exercise her right to

return to living in the unit, which was already empty and under renovation as of August 1, 2025, was reasonable under the circumstances.

I find therefore that, as the Landlord was the party that initiated the end of the tenancy by locking the Tenant out on August 1, 2024, the Landlord breached the tenancy agreement and is not entitled to any rent beyond the end of the tenancy and therefore the Landlord's claim for unpaid rent is dismissed without leave to reapply.

Is the Landlord entitled to a Monetary Order for damage to the rental unit or common areas?

Section 35 of the Act establishes that, at the end of the tenancy, a landlord must inspect the condition of the rental unit with the tenant, the landlord must complete a condition inspection report with both the landlord and the tenant signing the condition report.

Section 32(3) of the Act states that a tenant must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

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

I find, based on the evidence submitted, the testimony provided and on a balance of probabilities that the Landlord has failed to provide any evidence that the Tenant damaged the unit.

I find that, as the Landlord, who bears the burden of proof, has not completed a move-in or move-out report as required under sections 23 and 35 of the Act, I am unable to determine the condition of the unit at the start of the tenancy versus the condition of the unit at the end of the tenancy.

For the above reason, the Landlord's application for a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act is dismissed, without leave to reapply.

Is the Landlord 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?

I find that this was a duplicate request for unpaid rent which has been addressed above.

The Landlord's application for Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act is dismissed without leave to reapply.

Is the Tenant entitled to a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act?

To be awarded compensation for a breach of the Act, the tenant 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

Based on the testimony provided, the evidence submitted and on a balance of probabilities, I find that the Tenant has failed to provide any proof to substantiate her claim of lost wages and emotional suffering. I further find that the Tenant did not provide a methodology to explain how she calculated the value of her loss.

While I find that the Tenant has also failed to provide specific details such as receipts or invoices to substantiate costs associated with moving or alternative living arrangements, I find that the video provided by the Tenant does show a moving truck and therefore I grant a nominal award in the amount of \$200.00 for this expense.

Is the Tenant entitled to a Monetary Order for compensation for the Landlord failing to occupy the rental unit at the end of the term of a fixed term tenancy with a requirement to vacate under section 51.1 of the Act?

Section 51.1 of the Act states that if a tenant is required to vacate the rental unit at the end of a fixed term tenancy a landlord must pay the tenant an amount that is equal to 12 times the monthly rent if steps have not been taken within a reasonable period after the end of the term to occupy the rental unit, or the rental unit is not occupied by the landlord for at least six months' duration.

I find that the tenancy did not end due to a term of a fixed tenancy with a requirement to vacate under section 51.1. of the Act and therefore no issue exists to adjudicate.

The Tenant's application for compensation for the Landlord failing to occupy the rental unit at the end of the term of a fixed tenancy with a requirement to vacate under section 51.1 of the Act is dismissed without leave to reapply.

Is the Landlord entitled to authorization to retain all or a portion of the Tenant's security deposit in partial satisfaction of the Monetary Order requested under

section 38 of the Act? If not, is the Tenant entitled to a Monetary Order for the return of their security deposit?

Section 38 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, a landlord must repay a security deposit to the tenant or make an application for dispute resolution to claim against it. As the forwarding address was provided on either January 11, 2025, and the Landlord made payment for their application on December 6, 2024, I find that the Landlord did make their application within 15 days of the tenancy ending or the forwarding address being provided.

Section 36 (2) of the Act states that, unless the tenant has abandoned the rental unit, the right of a landlord to claim against a security deposit for damage to the rental unit is extinguished if, having made an inspection with the tenant, does not complete the condition inspection report and give the tenant a copy of it in accordance with the regulations.

As noted above, I find that the Landlord did not complete a move-in inspection at the start of the tenancy as required under section 23 of the Act and therefore her right to claim against the security deposit for damages was extinguished. As the Landlord also claimed for unpaid rent however, and the Tenant did not give the Landlord her forwarding address until January 11, 2024, the Landlord is not subject to the doubling provisions under section 38(6)(b) of the Act.

As the Landlord's claim has been dismissed in its entirety, the Landlord's application for authorization to retain the Tenant's security deposit in partial satisfaction of the Monetary Order requested under sections 67 and 72 of the Act is dismissed without leave to reapply and therefore the Tenant is granted a monetary award for the return of her security deposit in the amount of \$1,249.38, including interest under section 38 of the Act.

Is the Landlord entitled to authorization to recover the filing fee for this application from the Tenants under section 72 of the Act? If not, is the Tenant entitled to authorization to recover the filing fee for this application from the Landlord under section 72 of the Act?

As the Landlord was unsuccessful in this application, the Landlord's application for authorization to recover the filing fee for this application from the Tenant under section 72 of the Act is dismissed without leave to reapply.

As the Tenant was partially successful in this application, the Tenant's application for authorization to recover the filing fee for this application from the Landlord under section 72 of the Act is granted.

Conclusion

I grant the Tenant a Monetary Order in the amount of **\$1,549.38** under the following terms:

Monetary Issue	Granted Amount
a monetary award for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act	\$200.00
A monetary award for the return of all of the Tenant's security deposit in full satisfaction of the Monetary Order requested under section 38 of the Act	\$1,249.38
authorization to recover the filing fee for this application from the Landlord under section 72 of the Act	\$100.00
Total Amount	\$1,549.38

The Tenant is provided with this Order in the above terms and the Landlord must be served with **this Order** as soon as possible. Should the Landlord fail to comply with this Order, this Order may be filed and enforced in the Provincial Court of British Columbia (Small Claims Court) if equal to or less than \$35,000.00. Monetary Orders that are more than \$35,000.00 must be filed and enforced in the Supreme Court of British Columbia.

The Tenant's application 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 is granted.

The Tenant's application for the return of the security deposit under section 38 of the Act is granted.

The Tenant's application for authorization to recover the filing fee for this application from the Landlord under section 72 of the Act is granted.

The Landlord's application is dismissed in its entirety.

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

Dated: July 25, 2025

Residential Tenancy Branch