



DECISION

Introduction

This hearing dealt with two applications pursuant to the *Residential Tenancy Act* (Act). The Landlord's application for:

- a Monetary Order of \$2,700.00 for unpaid rent under section 67 of the Act
- authorization to retain all or a portion of the Tenants' security deposit and pet damage 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 Tenants under section 72 of the Act

And the Tenants' application for:

- Return of their pet damage deposit that the Landlord is retaining without cause.
- Reimbursement of the filing fee

Those listed on the cover page of this decision attended the hearing and were affirmed. Words utilizing the singular shall also include the plural and vice versa where the context requires.

The original hearing began on June 19, 2025, and an interim decision was issued on the same date, which should be read in conjunction with this decision.

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

Service issues arose at the hearing of June 19, 2025, and orders were made for service of documents.

At the hearing of July 10, 2025, both parties confirmed service of the Proceeding Package and documentary evidence. As such, I find both parties were served with the required materials in accordance with the Act.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order for unpaid rent?

Is the Landlord entitled to recover the filing fee?

Is the Landlord entitled to retain all of the Tenants' security deposit and pet damage deposit in partial satisfaction of the Monetary Order requested under section 38 of the Act, or are the Tenants entitled to the return of the security deposit and pet damage deposit that the Landlord is retaining without cause?

Are the Tenants entitled to recover the filing fee?

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.

This tenancy between the parties began on December 22, 2023, as a fixed term ending on December 31, 2024, after which point the tenancy continued on a month-to-month basis. Agent GS (GS) for the Landlord testified that the tenancy ended on March 31, 2025. Tenant EA (EA) testified that they vacated the rental unit on March 25, 2025.

The monthly rent of \$2,700.00 was due on the first day of each month. On December 11, 2023, the Tenants paid a security deposit of \$1,350.00. On December 22, 2023, the Tenants paid a pet damage deposit of \$1,350.00. In this decision I will refer to the security deposit of \$1,350.00 and the pet damage deposit of \$1,350.00 as the combined deposits of \$2,700.00.

Both parties agreed that the move-in Condition Inspection Report (CIR) was completed on December 22, 2023. Both parties agreed that the move-out CIR was completed on March 31, 2025. The Tenants provided their forwarding address in writing to the Landlord on March 31, 2025.

The Landlord is seeking a monetary order as follows:

Item 1 – \$2,700.00 for unpaid rent due on March 1, 2025.

Both parties agreed that on February 28, 2025, the Tenants provided to the Landlord their notice to end tenancy (Tenant Notice), with the effective date of March 31, 2025. The Tenant Notice was submitted in evidence. Both parties testified that the Tenants did not pay rent of \$2,700.00 due on March 1, 2025.

GS stated that on March 12, 2025, they issued to the Tenants the 10 Day Notice to End Tenancy for Unpaid Rent (10 Day Notice).

EA testified that since the first month of this tenancy they dealt with serious repair and pest infestation issues at the rental unit. EA testified that they did not proceed with or complete emergency repairs, however, they raised the issues for GS to address, which GS failed to do so.

EA testified that their child felt unsafe at the rental unit and they dealt with an escalating and stressful environment. EA stated that they felt forced to vacate the rental unit due to GS's escalated and harassing behaviour.

EA stated that GS pressured them to vacate, however, did not provide proper notice to end tenancy or any related compensation.

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, which is more likely than not, I find the following:

Is the Landlord entitled to a monetary order for unpaid rent?

Section 26 of the Act is clear, a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent. In this case, I find the tenant did not have a right to deduct any portion of the rent. I find the Tenant failed to pay rent for March 1, 2025.

EA admitted that they did not pay rent as noted above. Further, although I understand there were concerns and hardships for the Tenants, I find they did not present a lawful reason to withhold rent as per the Act. I find the Tenant breached section 26 of the Act when they failed to pay rent due on March 1, 2025.

I grant the Landlord a monetary award of \$2,700.00 for rent due on March 1, 2025.

Is the Landlord entitled to recover the filing fee?

As the Landlord was successful in their application, I grant the Landlord the \$100.00 filing fee paid for this application under section 72 of the Act.

The Landlord is entitled to a monetary award in the amount of \$2,800.00 as follows:

- \$2,700.00, for unpaid rent due on March 1, 2025
- \$100.00 for the cost of the filing fee

Is the Landlord entitled to retain all of the Tenants' combined deposits of \$2,700.00 in partial satisfaction of the Monetary Order requested under section 38 of the Act, or are the Tenants entitled to the return of the combined deposits of \$2,700.00 that the Landlord is retaining without cause?

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 and pet damage deposit to the tenant or make an application for dispute resolution to claim against it. Section 38(6) states if a landlord

does not comply with subsection (1), the landlord may not make a claim against the security deposit and pet damage deposit and must pay the tenant double the amount of the security deposit and pet damage deposit.

In this case, the Tenants provided their forwarding address in writing to the Landlord on March 31, 2025. As the Landlord made their application on April 14, 2025, I find that the Landlord did make their application within 15 days of receiving the Tenants' forwarding address.

The combined deposits of \$2,700.00 have accrued \$89.07 in interest. The Landlord holds the total deposits of \$2,789.07. Under section 72 of the Act, I allow the Landlord to retain the Tenants' total deposits of \$2,789.07 in partial satisfaction of the monetary award.

Are the Tenants entitled to recover the filing fee?

As the Tenants were not successful in their application, I decline to grant the filing fee.

Conclusion

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

I grant the Landlord a Monetary Order in the amount of **\$10.93** under the following terms:

Monetary Issue	Granted Amount
a monetary award for unpaid rent due on March 1, 2025	\$2,700.00
authorization for the Landlord to recover the filing fee for this application from the Tenants under section 72 of the Act.	\$100.00
authorization to retain all of the Tenants' total deposits in partial satisfaction of the monetary order requested under section 38 of the Act.	-\$2,789.07
Total Amount	\$10.93

The Landlord is provided with this Order in the above terms and the Tenants must be served with **this Order** to be enforceable. Should the Tenants fail to comply with this Order, this Order may be filed in the Provincial Court of British Columbia (Small Claims Court) to be 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: July 11, 2025

Residential Tenancy Branch