

DECISION

Introduction

This hearing dealt with Cross Applications including:

The Landlord's May 14, 2025, Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) 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 recover the filing fee for this application from the Tenant under section 72 of the Act

The Tenants' May 29, 2025, Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- a Monetary Order for 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 Landlord under section 72 of the Act

The Landlord attended the July 28, 2025, teleconference.

The two Tenants also attended this hearing.

They were supported by G.S. who provided certified Punjabi Interpretation services.

All parties had the opportunity to provide sworn testimony and refer to evidence.

Preliminary Matters

I gave leave to the Landlord under RTB Rule of Procedure 3.18 and 3.19 to upload proof of serving the Tenants by email of Notice of their amended claim for compensation on July 10, 2025, as well as evidence in support of their amended claim.

I allowed the Landlord to provide this evidence because the Tenants initially testified that they received Notice of the Landlord's amended claim for compensation but then they later testified that they had not received this email.

The Landlord uploaded this late evidence shortly after the hearing concluded.

The parties agreed that this tenancy ended through Settlement achieved during a previous RTB Dispute and that the parties had leave to apply for financial compensation regarding this tenancy.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

I find that Tenants were served by Email with Notice of this dispute on May 22, 2025, because the Tenants testified that they received Notice by email as described and the Landlord provided proof of the email sent. The parties also provided a copy of their written tenancy agreement which included proof of the Tenants' email addresses as addresses for service under the Act and section 43 and 44 of the Regulations.

I find that the Landlord also provided proof of serving Notice of the amended dispute (increased financial claim) to the Tenants on July 10, 2025 and deem the Tenants served with Notice of the amended claim on July 13, 2025, because proof of this July 10, 2025, email was provided and the Tenants also testified that they were aware of the full size and scope of the Landlord's claim for compensation in this dispute.

I therefore find that the Landlord properly served Notice of their amended financial claim on the Tenants as required by the Residential Tenancy Branch (RTB) Rules of Procedure and that I can consider the merits of their full financial claim during the hearing before me.

The Landlord agreed that they received Notice of the Tenants' Dispute and claim for compensation by Text and that the Landlord was ready to participate in the Tenants' claim despite only receiving Notice of this Dispute by Text on July 18, 2025.

Service of Evidence

The Landlord referred to proof of service by email on May 22, 2025, and July 10, 2025, to confirm that copies of all documentary evidence provided to the RTB were also served on the Tenants as required by the Act, Regulations and Rules of Procedure.

I therefore deem the Tenant served with copies of the Landlord's documentary evidence on May 25, and July 13, 2025, as required by section 43 and 44 of the Regulations and find that I can use the Landlord's documentary evidence in my decision making because it was served on the Tenant as required by the Regulations and the RTB Rules of Procedure.

Regarding service of the Tenants documentary evidence on the Tenants, the parties agreed that these documents (photos and a video) were provided to the Landlord by Text.

The Landlord agreed that they were served with the Tenants' documentary evidence despite their failure to serve it on the Landlord as required by the Act and Rules of Procedures, which means that I find under section 71 of the Act, that I can use the Tenants' documentary evidence in my decision making.

Issues to be Decided

- Is the Landlord entitled to:
 - a Monetary Order for unpaid rent?
 - a Monetary Order for damage to the rental unit or common areas?
 - a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement?
 - recover the filing fee for this application from the Tenant?
- Are the Tenants entitled to
 - a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act
 - recover the filing fee for this application from the Landlord under section 72 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.

The residential property is an older 10-unit apartment building that has been owed and operated by the Landlord for the past year.

The parties agreed that the Tenants occupied the rental unit between December 25, 2024, and June 1, 2025, after the tenancy ended by settlement as a result of a previous RTB dispute.

The parties agreed that the Tenants did not pay rent for May 2025.

The Landlord is claiming compensation for rent unpaid for May 2025.

The Landlord is also claiming compensation for rent monies lost for June 2025, arguing that the Tenants' refusal to provide access to the rental unit as required on May 29, 2025, after giving written Notice on May 27, 2025, meant that the Landlord was not able to secure a replacement tenant for the rental unit until July 1, 2025.

The Landlord read their text exchange with the Tenants between May 27 and June 1, 2025, into the teleconference record. The Tenants agreed with the substance of this exchange and argued that they were unable to provide access as required on May 29, 2025, because they had to travel and were not at home. The Tenant S.S. argued that they were responsive and willing to provide access to the rental unit on May 31, 2025, however, the Landlord stated that the possible replacement tenant had found alternative accommodations by that time.

The Landlord testified that the Arbitrator responsible for the previous RTB dispute had clearly communicated to the Tenants that they were required to give access to the Landlord for showings if the Tenants wanted to minimize their financial obligations to the Landlord. However, the Landlord agreed that the text of the May 21, 2025, settlement agreement did not include any specific terms regarding access obligations for showing the rental unit.

The Tenants denied owing the Landlord for rent for May 2025, stating that they withheld rent without legal justification because they felt it was appropriate. The Tenants also spoke at length about their \$800.00 claim for compensation relating to minor damage they alleged occurred to their car as part of this tenancy agreement.

A picture of minoe damage to the back corner of a grey car was provided.

The Tenants testified that this damage has not yet been repaired and that the Tenants have not claimed the damage on their insurance because the Tenant N.K. is a "learners" driver.

The Landlord denied responsibility for any damages to the Tenant's car.

The parties agreed that the written tenancy agreement does not include any mention of parking because the Tenants did not have a car when this tenancy started. They also agreed that the Tenants were provided with clarification during this tenancy about expectations regarding where to park their car around the residential property.

The Landlord testified that there were challenges with getting the Tenants to park where required and the Tenants repeatedly alleged that the Landlord and their representation repeatedly "lied" about entitlements to parking during this tenancy.

The Tenants referred to screen shots provided of text message conversations between them and the Landlord's Agent regarding where and how to park, as evidence in their claim.

The parties agreed that there was conflict between these Tenants and other tenants in the residential property regarding parking. The Tenants claimed that someone threw out their dining room set as a result of this parking related conflict.

The Landlord is claiming \$692.41 as compensation for damages from the Tenants related to this tenancy because of:

- Handyman labour - \$350.00
- Cleaning labour - \$315.00
- Supplies - \$27.41

The parties agreed that they participated in a move-in and move-out condition inspection and that the Landlord produced a condition inspection report as evidence, which was also provided to the RTB and to the Tenants as required.

The Landlord provided extensive photographic evidence to support their claim that the rental unit was not left reasonably clean when this tenancy ended. The Landlord also provided a professional invoice in the amount claimed.

The Tenants stated that they agreed that they are responsible for the costs of cleaning and cleaning supplies because they failed to leave the rental unit clean after this tenancy ended.

The Landlord referred to a 2-page document of text message correspondence with their handyman to explain their claim for \$350.00 for compensation for labour necessary to restore the rental unit to "rentable condition" after this tenancy ended. The Landlord testified that he had no information on when this rental unit was painted prior to this tenancy started, but argued it was perfectly rentable.

The damage claim included a hole in the living room wall (photo provided), mould in the bathroom, damaged cabinet drawers, a damaged bifold drawer, loose taps, a loose light fixture and other small items. The Landlord referred to comprehensive pictures of the rental unit after this tenancy ended to justify their claim for compensation and testified that the hole was discovered after removing a picture from the wall.

The Tenants denied damaging the rental unit and alleged that if there was any hole in the living room wall, it had to have been there when the tenancy started, which the Landlord denied.

The Tenants also denied being informed of any damage by the Landlord's Agent who conducted the move-out condition inspection.

The parties agreed that the Tenants' have not served their forwarding address on the Landlord and that the Landlord continues to hold the Tenants' security deposit. The Tenants testified that neither of them work and that they cannot afford to pay the Landlord any more than the costs of the cleaning fee and cleaning supplies.

Analysis

The applicant is required by RTB Rule of Procedure 6.6 to establish their claim on the balance of probabilities to be successful.

Is the Landlord entitled to a Monetary Order for unpaid 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.

Based on the evidence before me, I find that the Landlord has established their claim for compensation for rent for May 2025 because the parties agreed that they signed a written tenancy agreement, that rent was \$1,300.00 a month and that rent for May 2025, was not paid to the Landlord.

I make this award because the Tenants provided no verifiable evidence to support a legal justification for withholding rent from the Landlord for May 2025 despite continuing to occupy the rental unit.

Section 67 of the Act states that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party.

Therefore, I find the Landlord is entitled to a Monetary Order for unpaid rent under section 67 of the Act, in the amount of \$1,300.00

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

Section 35 of the Act states 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

More information about this 4-part test is provided in RTB Policy Guideline 16.

Based on the evidence before me, the testimony of the parties, and on a balance of probabilities, I find that the Landlord has established their full claim for damage to the rental unit or common areas because:

- The Tenants agreed that they are responsible for the Landlord's claim for cleaning (\$315.00) and cleaning supplies (\$27.41) in the amount of \$342.41
- Regarding the Landlord's claim for compensation for damages, I find that they incurred costs from their Handyman in the amount claimed of \$350.00 because:
 - The Landlord provided photos of the rental unit on move-out which indicates that the rental unit was used without reasonable care during this tenancy based on the amount of filth left behind when this tenancy ended.
 - As seen in section 32(3) of the Act, Tenants are responsible for damage caused to the rental unit beyond reasonable wear and tear.
 - The Landlord provided a written summary of work completed by the Landlord's handyman after this tenancy ended which was specific to the rental unit that had been occupied by the Tenants.
 - The Tenants denied causing damage within the rental unit and the Landlord but they failed to provide any of their own verifiable documentary evidence to support their claim that the rental unit was not in worse condition after this tenancy ended than when it started.

Lastly, I find that a claim for \$350.00 for restoring a rental unit after a tenancy ends, is a nominal claim that was satisfied by the Landlord on the balance of probabilities. Had the claim for compensation for damage been any larger, the Tenants' argument that no damages were noted in the condition inspection report as completed by the Landlord's Agent would have carried some weight in my reasoning required for the Landlord's award.

Section 67 of the Act states that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party.

Therefore, I find the Landlord is entitled to a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act, in the amount of \$692.41.

$$\$350.00 + \$342.41 = \$692.41$$

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

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

More information about this 4-part test is provided in RTB Policy Guideline 16.

The Landlord testified that they are seeking compensation for loss of rent for June 2025 arguing that the Tenant prevented access to the rental unit and there prevented the Landlord from showing the rental unit to a new tenant who could have been available to take the rental unit from June 1.

The Tenants denied preventing the Landlord from showing the rental unit, however, they agreed with the Landlord's summary of written communication between the parties after the Landlord first reached out to the Tenant in writing on May 27 requesting access for the purpose of showing the unit on May 29, 2025.

As shown in RTB Policy Guideline 3, the purpose of awards for rent, is to make the Landlord whole and so I find it reasonable to award the Landlord with some compensation for their claim June 2025, because I accept that the actions of the Tenant prevented the Landlord from getting timely legal access the rental unit for the purpose of showing the unit to secure a new tenant.

That said, if and where the Landlord provided Notice as required under section 29 of the Act to the Tenants on May 27, I find that the Landlord was entitled to access the rental unit for the purpose of showing on May 29, 2025, because the parties had an established history of communicating with each other by text.

I therefore find it appropriate to compensate the Landlord for half of their claim for June 2025 ($\$1,300.00/2 = \650.00) because I find that they could have done more to mitigate their own losses associated with securing as new tenant as required by section 7(2) of the Act.

The Landlord'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 succeeds in the amount of \$650.00.

Is the Landlord entitled to retain the security deposit as partial compensation for money owed?

I order under section 38(3) and section 72 of the Act that the Landlord is entitled to retain the full value of this \$650.00 deposit as partial satisfaction of the monetary award for rent, damages and loss provided for in this Decision.

Are the Tenants entitled to a Monetary Order for monetary loss or other money owed?

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

More information about this 4-part test is provided in RTB Policy Guideline 16.

I find that the Tenants failed to establish on the balance of probabilities that they are entitled to compensation related to the alleged minor car damage because:

- 1) No verifiable proof was provided of the condition of the car at the start of this tenancy.
- 2) No verifiable proof was provided of the repair costs for damage of this car and the Tenants testified that the damage has yet to be repaired.
- 3) No verifiable proof was provided that the Landlord was responsible for damage to this car.

I therefore find that the Tenants failed to satisfy all parts of the 4-part for loss associated with their claim. Their claim for compensation is dismissed without leave to reapply.

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

The Landlord was successful in this application and so I authorize them to recover the filing fee for this application from the Tenant under section 72 of the Act.

The Tenant was not successful in this application and so I dismiss their request to recover the filing fee for this application from the Landlord under section 72 of the Act.

Conclusion

I grant the Landlord a Monetary Order in the amount of **\$2,092.41** under the following terms:

Monetary Issue	Granted Amount
a Monetary Order for unpaid rent under section 67 of the Act	\$1,300.00
a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act	\$692.41
A Monetary Order for loss under section 67 of the Act	\$650.00
Authorization to recover the filing fee under section 72 of the Act	\$100.00
Authorization to retain the security deposit under section 72 of the Act	-\$650.00
Total Amount	\$2,092.41

The Landlord is provided with this Order in the above terms and the Tenant(s) must be served with **this Order** as soon as possible. Should the Tenant(s) 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.

I dismiss the Tenants' application in its entirety and do not give 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: July 29, 2025

Residential Tenancy Branch