

DECISION

Introduction

This hearing dealt with Applications for Dispute Resolution from both the Landlord and the Tenant under the *Residential Tenancy Act* (the "Act").

The Landlord's Application for Dispute Resolution, filed on June 6, 2025, is 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
- 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 Tenant's Application for Dispute Resolution, filed on June 20, 2025, is for:

- 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

The Landlord R.G. and the Tenant T.S. attended the hearing.

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

The Landlord and the Tenant each acknowledged receipt of the Proceeding Package from the other.

The Landlord acknowledged receipt of the Tenant's evidence. The Tenant acknowledged receipt of the Landlord's evidence, except the bank statements. The Landlord testified that they did not serve their bank statements on the Tenant.

Under Rules of Procedure 3.14 and 3.17, I am excluding the Landlord's bank statements as the Tenant has not had the opportunity to prepare evidence and responses to this evidence.

I find that the Proceeding Packages and evidence, except the bank statements, were served by the Tenant and the Landlord in accordance with sections 88 and 90 the Act.

Issues to be Decided

Is the Landlord entitled to a Monetary Order for unpaid rent?

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

Is the Landlord entitled to retain all or a portion of the Tenant's security deposit in partial satisfaction of the monetary award requested? Is the Tenant entitled to a Monetary Order for the return of all or a portion of their security and/or pet damage deposit?

Is the Landlord entitled to recover the filing fee for their application from the Tenant?

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 tenancy began on February 15, 2024, with a security deposit of \$1,350.00. Rent started at \$2,700.00 per month, due on the first day of the month. Utilities were \$100.00 per month. The parties agree that sometime during the tenancy the rent and utilities together were reduced to \$2,400.00 per month.

The Landlord claims compensation for unpaid rent of \$6,811.88 as follows:

Overdue Rent May 1, 2024; June 1, 2024	\$1,921.83
Overdue Rent June 8, 2024; July 1, 2024	\$1,921.83
Motel Deposit & Fees	\$ 718.22
Security Deposit for Overdue Rents	\$1,350.00
Filing Fee	\$ 100.00
Overdue Rent Balance April 12, 2025	\$ 400.00
Overdue Rent Balance May 1, 2025	\$ 400.00
Total	\$6,811.88

The Landlord's application also claims \$1,000.00 for damage to a window in the rental unit.

The Tenant disputes the Landlord's claim for unpaid rent, and for damage. The Tenant claims for the return of their security deposit.

Rent

The Landlord testified the Tenant paid a portion of the rent, and the other portion was supposed to be sent to the Landlord from the government as a subsidy. Near the start of this tenancy in May and June 2024, the Landlord did not receive the government payment, which means the Tenant did not pay the full rent due.

The Landlord testified that in April and May 2025 they received only the government payments of rent, and nothing from the Tenant.

The Landlord provided documents showing the deposits they received from the government, and e-transfers they received from the Tenant.

The Landlord explained that they claimed the \$1,350.00 security deposit as unpaid rent because they want to retain the security deposit and put it towards the unpaid rent. The Landlord meant to subtract the security deposit from their claim, not add it to the claimed amount.

The Tenant testified that at the start of the tenancy they Landlord received the full rent.

The Tenant testified that the only month when they did not pay rent in full was May 2025, because the Tenant was staying in a motel, and because of the cleaning the completed in the rental unit. The Tenant testified that even though they were not living in the rental unit, the Landlord still got the government payment.

Motel Fee and Deposit

The Landlord testified that the Tenant discovered a leak in the rental unit during the tenancy. The Tenant was supposed to have insurance to cover alternate accommodation, but they did not. The Tenant told the Landlord that their children were sick from the leak, and the Landlord agreed to cover costs of a motel for two days. The Landlord testified that they paid the deposit for the hotel, and for more than two days.

The Tenant testified that there was a restoration company working on the rental unit. They told the Tenant that it was not safe to stay in the rental unit with their children while they were working. The Landlord sent the Tenant some money for the motel costs, and the rest the Tenant paid out of pocket.

The Tenant testified that they had to clean the rental unit after some of the work was completed, and they were not compensated for that. The Tenant also had to purchase an air purifier.

Broken Window

The Landlord testified that the property manager gave the Tenant the opportunity to complete a condition inspection report at the start and end of this tenancy. The Tenant refused to participate in the condition inspection report at the end of this tenancy. The Landlord did not complete the condition inspection report at the end of this tenancy.

The Tenant testified that they completed the condition inspection report with the property manager virtually at the start of this tenancy. At the end of the tenancy the Tenant agreed to complete the condition inspection report with the property manager, but the Tenant did not receive a response about the date and time. The Tenant provided their forwarding address to the Landlord on May 28, 2025.

The Landlord testified that during this tenancy someone shot a pellet gun at the bay window in the rental unit causing it to break. The Landlord believes the Tenant refused to let a guest in and that is why it was shot at. The Landlord testified that they obtained two estimates to repair the window, one was \$900.00 the other was \$1,000.00. The Landlord estimates it will cost \$1,000.00 with taxes a labour to repair the window.

The Tenant testified that the damage to the window was not caused by a guest. The Landlord did not fix the broken window.

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?

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 a claim for unpaid rent of \$400.00.

The Landlord submitted evidence of some rent deposits but did not confirm that all rent deposits were documented or submitted in a comprehensive format. I have reviewed the Landlord's evidence of rent payments and find that it is incomplete. Further the Landlord did not provide evidence of the date that rent was reduced.

The Tenant agreed that they owed the Landlord \$400.00 rent for the May 2025, and disputed any greater rent is owed to the Landlord.

The parties provided conflicting testimony, and Landlord bears the burden of proof. From the incomplete evidence the Landlord has submitted, I am unable to determine what rent was paid to the Landlord.

On a balance of probabilities, based on the evidence and testimony before me, I find that the Landlord has not proven that the Tenant rent as claimed. I find that the Landlord has proven that the Tenant owes \$400.00 rent.

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 \$400.00.

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, and
- the Landlord acted reasonably to minimize that damage or loss.

Based on the evidence before me, the testimony of the parties, and on a balance of probabilities, I find that the Landlord has not established a claim for damage to the rental unit or common areas.

The Landlord did not provide any evidence of the damaged window or the cost for its repair. The parties disputed the events that led to the window being broken. I find that the Landlord has not established that the Tenant, or a person permitted on the property by the Tenant caused the damage to the rental unit. The Landlord cannot hold the Tenant responsible for the actions of a person that the Tenant did not permit on the property.

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

Is the Landlord entitled to recover the filing fee for this application from the Tenant?

As the Landlord was successful in their application, I find that the Landlord is entitled to recover the \$100.00 filing fee paid for this application under section 72 of the Act.

Is the Landlord entitled to retain all or a portion of the Tenant's security deposit in partial satisfaction of the monetary award requested? Or is the Tenant entitled to a Monetary Order for the return of all or a portion of their security and/or pet damage 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 tenancy ended on May 31, 2025, and the Landlord made their application on June 6, 2025, I find that the Landlord made their application in time.

Section 36 of the Act states that a landlord's right to claim against a security deposit for damage to the rental unit is extinguished if the landlord has not completed the condition inspection report in accordance with the Act and regulation at the end of the tenancy.

I find that the Landlord's right to claim against the security deposit for damage was extinguished because the Landlord did not complete a condition inspection report at the end of this tenancy. However, as explained in Residential Tenancy Branch Policy Guideline 17, the Landlord still maintained the right to claim against the security deposit for unpaid rent. Therefore, I find that I am not required to double the Tenant's security deposit.

The parties agree that the security deposit was \$1,350.00 at the start of this tenancy. I find that it has accrued \$40.07 in interest under the regulations to the date of the hearing, making its value \$1,390.07.

I find that the Landlord is entitled to retain \$400.00 from the security deposit in satisfaction of the Monetary Order for unpaid rent, and \$100.00 for the filing fee. I find that the remainder of the security deposit, must be returned to the Tenant.

Conclusion

I grant the Tenant a Monetary Order in the amount of **\$890.07** under the following terms:

Monetary Issue	Granted Amount
a Monetary Order for the Landlord for unpaid rent under section 67 of the Act	- \$400.00
authorization to recover the filing fee for this application from the Tenant under section 72 of the Act	- \$100.00
Value of the Tenant's Security Deposit with interest	\$1,390.07
Total Amount	\$890.07

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.

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.

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: September 22, 2025

Residential Tenancy Branch