DECISION

Introduction

The Landlord seeks the following relief under the *Residential Tenancy Act* (the "*Act*"):

- a monetary order pursuant to s. 67 for compensation or other money owed; and
- return of the filing fee pursuant to s. 72.

The Tenant, in her own application, seeks the following relief under the *Act*:

- a monetary order pursuant to s. 67 for compensation or other money owed; and
- return of the filing fee pursuant to s. 72.

This matter was scheduled for hearing on August 26, 2025, but was adjourned pursuant to my interim decision of the same date.

At the reconvened hearing, Q.W. attended as the Landlord's agent. C.A. attended as the Tenant.

The parties affirmed to tell the truth during the hearing. I reminded the parties of Rule 6.11 of the Rules of Procedure, which prohibits them from recording the hearing themselves and that they hearing was automatically recorded by the Residential Tenancy Branch.

Service of the Application and Evidence

At the hearing on August 26, 2025, the Landlord's agent advised that the Tenant was served with the Landlord's application and evidence. The Tenant acknowledged receipt of these documents without issue. Accepting this, I find under s. 71(2) of the *Act* that the Tenant was sufficiently served with the Landlord's application and evidence.

Again, at the hearing on August 26, 2025 the Tenant advised that she served her application and evidence on the Landlord. The Landlord's agent acknowledged receipt of the documents but denied receipt audio and video evidence provided by the Tenant as evidence. The hearing was adjourned to perfect service of these materials.

At the reconvened hearing, the Tenant advised that she served her audio and video evidence on the Landlord. The Landlord's agent acknowledged their receipt without issue.

Accepting that the application and documentary evidence were served prior to the hearing on August 26 2025, and the audio and video evidence served afterwards, I find under s. 71(2) of the *Act* that the Landlord was sufficiently served with the Tenant's application and evidence.

Preliminary Issue – Landlord's Name in the Tenant's Application

The Tenant, in her application, named the Landlord's agent as the landlord. This differs from how the Landlord named itself in its application, and as it is named in the tenancy agreement.

I canvassed this issue with the parties at the hearing on August 26, 2025. The Landlord's agent confirmed that the Landlord is correctly named in the tenancy agreement and in its application.

Disputes before the Residential Tenancy Branch are generally limited to the parties of a tenancy agreement. It is a contract and only those individuals or persons that are party to the agreement may receive benefits from it and be held to its obligations. I accept that the Landlord is named correctly in the tenancy agreement, as noted by its agent. The Tenant made, in my view, a common error in naming the agent since this is who she dealt with. This does not mean, however, that the Landlord's agent is party to the tenancy agreement and merely acts on behalf of the Landlord.

To correct this issue, I amend the Tenant's application to remove the agent as the respondent and replacing the respondent with the Landlord as named in its application.

Issues to be Decided

1) Is the Landlord or the Tenant entitled to compensation for damage or loss arising from the breach of the *Act*, Regulations, or tenancy agreement?
2) Is the Landlord or the Tenant entitled to the return of their filing fee?

Evidence and Analysis

I have reviewed all evidence, including the testimony of the parties, but will refer only to what I find relevant for my decision.

General Background

The parties confirm the following details with respect to the tenancy:

- The Tenant took possession of the rental unit on March 29, 2025.

- The Tenant surrendered possession of the rental unit to the Landlord on April 23, 2025.
- Rent of $1,800.00 is due on the 1st day of each month.
- A security deposit of $900.00 was paid by the Tenant.

I have been given a copy of the written tenancy agreement. The parties confirm that the security deposit has been returned to the Tenant.

1) Is the Landlord or the Tenant entitled to compensation for damage or loss arising from the breach of the Act, Regulations, or tenancy agreement?

The Landlord, in its application, seeks $2,700.00 in compensation, describing its claim as follows:

> 1. lost rent for period May 2025 - $1,800.00; 2. lost rent for period June 01, 2025 - June 14, 2025 - $900.00 The Residential Tenancy Agreement is a 6 months fix term starting April 01, 2025 and ending Sep. 30, 2025. The tenant paid one month rent for April 2025 and ended the Tenancy early on April 23, 2025. Landlord re-rented the unit on June 15, 2025. Landlord lost rent for period May 01, 2025 to June 14, 2025.

The Tenant, in her application, seeks $3,070.02 in compensation, describing her claim as follows:

> - $1,800.00: Rent paid for an uninhabitable unit that was not used/moved into, $735.27: Lost income from taking 3 days off work to move and coordinate relocation, $137.94: Moving van rental, $190.36: 4x 128oz jugs of enzymatic urine cleaner, $13.50: BC Hydro moving fee, $25.75: Carpet cleaner used during first visit to unit – before urine smell discovery, $67.20: Cost to notarize affidavit for work absence due to moving residences, $100: Dispute filing fee. Under s. 67 of the *Act*, the Director may order that one party compensate the other if damage or loss result from their failure to comply with the *Act*, regulations, or tenancy agreement.

Policy Guideline 16, summarizing the relevant principles from ss. 67 and 7 of the *Act*, sets out that to establish a monetary claim, the arbitrator must determine whether:

1. A party to the tenancy agreement has failed to comply with the *Act*, the regulations, or the tenancy agreement.
2. Loss or damage has resulted from this non-compliance.
3. The party who suffered the damage or loss can prove the amount of or value of the damage or loss.
4. The party who suffered the damage or loss mitigated their damages.

The applicant seeking a monetary award bears the burden of proving their claim.

Submissions

The Landlord's agent advised that the Tenant signed a 6-month fixed term tenancy agreement on February 28, 2025. Review of the tenancy agreement shows the fixed term ended on September 30, 2025. The Landlord says that the Tenant moved out before the fixed term, citing issues with the smell of cat urine in the rental unit. Both parties have provided me with a letter from the Tenant dated April 7, 2025 in which she gives notice she would be vacating on April 23, 2025.

The Tenant explained that she vacated the rental unit due to the persistent smell of cat urine in the rental unit. I am told by the Tenant that her boyfriend viewed the rental unit on February 28, 2025 while she participated remotely over facetime. She says that on that occasion, her boyfriend did not notice any smell of cat urine, but that the windows to the rental unit were open at the time.

The Tenant says she obtained access to the rental unit on March 8, 2025 to clean the carpets. I am told by her that she has allergies and that she wished to clean the carpets before moving into the rental unit. The Tenant reports that the windows were again open on that occasion and that there was no smell of cat urine notice by her.

The Landlord's agent confirms the windows for the rental unit were open on February 28, 2025 and March 8, 2025, but says that this was because he wanted to circulate the air because the rental unit had been unoccupied for a month. The agent says that he did not take note of a cat urine smell in the rental unit before opening the windows and emphasized that there was no cat in the rental unit previously.

The Tenant says she again obtained access to the rental unit on March 23, 2025 to drop some belongings off. Though the windows were closed, the Tenant says she did not notice the smell of cat urine. The Tenant says, however, she was only in the rental unit briefly.

According to the Tenant, she first took note of the smell of cat urine on March 29, 2025 when moving the remainder of her belongings into the rental unit. She says she reported the issue to the Landlord's agent and that he came to the rental unit on March 30, 2025 to discuss the issue. The Tenant has provided an audio recording of the conversation on March 30, 2025. In brief, the Tenant says that the Landlord's agent refused to take any action to address the cat urine smell.

The Tenant says that she attempted to clean the rental unit to remove the smell, but that this proved unsuccessful. She says that she suffered allergic reactions while in the rental unit, such that she never slept a night in the rental unit and kept some of her belongings in storage elsewhere.

In support of the Tenant's assertion that there was a cat urine smell, I have been provided with statements from M.I., J.I.-M., and S.M., all of whom report attending the rental unit on March 23, 2025 and/or March 29, 2025. All three statements indicate that

there was a faint smell in the rental unit on March 23, 2025, though there was a pronounced smell of cat urine on March 29, 2025. M.I., the Tenant's boyfriend, reports also having severe cat allergies that were triggered when he was at the rental unit.

The Landlord's agent says he never took note of the cat urine smell reported by the Tenant. Insofar as he was concerned, there was no issue to be addressed. The agent directed my attention to the move-in condition inspection report that was completed with the Tenant on March 23, 2025, a copy of which has been provided to me. The report fails not note any issues with the smell of the rental unit.

The Tenant argued the Landlord failed to live up to its obligation to maintain and repair the rental unit, as required under s. 32(1) of the *Act* and clause 10.1) of the tenancy agreement. I am told by her that on April 3, 2025, she sent the Landlord a form RTB-8, which is the form created by the Residential Tenancy Branch to end a tenancy by mutual agreement, seeking to end her tenancy early. Review of the evidence provided to me shows this was done by way of email sent on April 4, 2025. The Tenant says she received no response to the email in which she sent the form RTB-8, which then resulted in her serving the Landlord with her notice to end tenancy on April 7, 2025.

The Tenant argued the tenancy ended under s. 45(3) of the *Act* due to the Landlord's breach of a material term of her tenancy agreement. I asked the Tenant whether there was any clear communication to the Landlord to the effect that if the Landlord did not address the cat urine smell, she would end her tenancy. The Tenant directed my attention to text messages in evidence from March 29 and 30, 2025. The Tenant argued that it was apparent from her communication with the Landlord's agent that no action would be taken to address the issue.

In the April 4, 2025 email sent by the Tenant containing her proposal to end the tenancy by mutual agreement, the Tenant alleged that the Landlord was in material breach of its obligation under s. 32(1) of the *Act*. She goes on to request the Landlord sign the attached mutual agreement to end tenancy and that, if no agreement was reached by April 7, 2025, she would file an application with the Residential Tenancy Branch seeking early termination of her tenancy under s. 55(2)(b) of the *Act*.

The Landlord provided a response to the email of April 4, 2025, and the subsequent notice from the Tenant sent on April 7, 2025, by way of email sent to the Tenant on April 9, 2025, a copy of which has been provided to me. In short, the Landlord's agent told the Tenant in the April 9th email that he does not agree that the rental unit was uninhabitable, that the Tenant's claim there was a cat urine smell was unreasonable, and that there was no material breach of the tenancy agreement. He goes on to say that the effective date of April 23, 2025 was unreasonable and contrary to the fixed-term tenancy agreement.

The Landlord's agent says that he began marketing the rental unit on April 23, 2025 after taking back possession of the rental unit. He says that the there was interest in the unit, but the soonest a new occupant could move in was on June 15, 2025, with others

asking for occupancy in July or August. I have been given a copy of the new tenant's tenancy agreement, which shows they took possession on June 15, 2025 and that they pay $1,800.00 a month in rent, due on the 15th day of each month. The Landlord's agent says that the Landlord seeks a month and a half in lost rental income due to the Tenant moving out of the rental unit early.

The Tenant argues the rental unit was uninhabitable. She says that she is allergic to cats and that the cat urine smell triggered this while exacerbating her pre-existing health conditions. I am told by her that she tried to clean the cat urine smell herself, but that it was unsuccessful. The Tenant seeks compensation for the rent paid in April, the cleaning costs she incurred, the loss of income tied to moving, moving expenses paid for a moving van and moving her hydro service, as well as the cost for the notarization of a statement she made and put into evidence. I have been provided with a monetary order worksheet for these amounts as well as associated receipts and a statement from the Tenant in which she sets out a claim for lost income.

Findings

Residential tenancies may only end under Part 4 of the *Act*. Under s. 45(2) of the *Act*, a tenant may end their fixed term tenancy by given written notice to their landlord that provides a minimum of one month's notice while setting an effective date that is no sooner than the end of the fixed term and being on the day before rent is due under the tenancy agreement.

Tenant's may also end a tenancy under s. 45(3) of the *Act* based on a breach of a material term of the tenancy agreement by their landlord. There are specific requirements under s. 45(3) of the *Act*, which are:

1) the landlord must be in breach of a material term of the tenancy agreement;
2) the tenant must provide the landlord written notice of this breach; and
3) the written notice must provide the landlord with a reasonable period of time after receipt of the notice to correct the breach failing which the tenancy will come to an end.

Only after the reasonable period for correcting the breach has expired may a tenant then end their tenancy under s. 45(3) by providing notice to end tenancy with an effective date after the expiry of the deadline imposed in the original notice of breach. These points are summarized in Policy Guideline 8.

The Tenant argued the tenancy ended under s. 45(3) of the *Act*. As noted in my interim decision, I accept that email is an approved method of service between the parties in accordance with s. 43 of the Regulations. In effect, this means the emails sent by the Tenant to the Landlord would be served in accordance with the *Act,* while also meeting the requirement that the notice be in writing.

Of the correspondence provided to me, the email sent by the Tenant on April 4, 2025 is the nearest to meeting the requirements set by s. 45(3) of the *Act*. Despite this, I find that it fails to meet the notice required to end a tenancy under s. 45(3).

In the April 4, 2025 email, the Tenant alleges that the Landlord was in breach of s. 32(1) of the *Act* and that this constituted a material breach of the Landlord's obligations. Though the Tenant does not make direct reference to a material breach of the tenancy agreement, I accept that the Landlord's obligation to maintain and repair the rental unit set by s. 32(1) of the *Act* is reflected in clause 10.1) of the tenancy agreement. In other words, I accept that the April 4, 2025 email put the Landlord on notice of the alleged breach of a material term to the tenancy agreement.

The issue I have, however, is that the April 4th email conflates various allegations that muddy the waters on what should be clear notice to the Landlord that if it failed to correct the alleged breach, the Tenant would end the tenancy. The Tenant explained that she is a relatively new renter and recently moved to British Columbia, such that she was unaware of the *Act* and began to learn of her rights and obligations as part of this process. I appreciate the Tenant's admission on this point, though it is apparent from her email on April 4th that the Tenant has some misapprehensions on the *Act*.

It is worth considering that the core purpose of the April 4th email was to ask the Landlord if it was willing to sign the mutual agreement to end tenancy on or before April 23, 2025. The various demands made in the email are tied to the RTB-8 and ending the tenancy by agreement. To be clear, the Landlord was under no obligation to voluntarily agree to end the tenancy by signing the mutual agreement to end tenancy.

The purpose of the email results in the Tenant's critical failure to link the alleged material breach by providing a reasonable period to correct the breach, failing which the tenancy would end. The Tenant set a deadline of April 7, 2025 to respond by coming to an agreement to end the tenancy.

The Tenant says that "[i]f no agreement is reached by April 7, 2025, I will have no choice but to file a Tenant's Application for Dispute Resolution with the Residential Tenancy Branch, seeking an early termination under s. 55(2)(b) of the Residential Tenancy Act due to the unit's uninhabitable condition". The Tenant again refers to this deadline, saying "[p]lease respond to this letter no later than April 7, 2025, confirming your agreement and returning the signed RTB Form 8 so we can proceed with next steps".

Again, to be proper notice under s. 45(3) of the *Act*, the Tenant had to link the alleged material breach with a deadline for the Landlord to come into compliance, failing which the tenancy would end. The deadline of April 7, 2025 was for the Landlord to agree to end the tenancy early. I emphasize, again, that the Landlord was under no obligation to sign and return the RTB-8 to end the tenancy on April 23, 2025 as demanded by the Tenant.

The Tenant also referred to making an application to the Residential Tenancy Branch if the Landlord did not agree to end the tenancy by April 7, 2025, referring to s. 55(2)(b) of the *Act*. It should be noted that this section of the *Act* permits landlords to request an order of possession if they have served a notice to end tenancy to their tenant and the period to dispute that notice has expired. I may overlook this error since the Tenant was seemingly unaware of the *Act*. However, the reference to applying to the Residential Tenancy Branch muddies notice since it indicates further action by filing a dispute. At no point is it clear that the Tenant would unilaterally end the tenancy, which may be her right under s. 45(3) of the *Act*. As a final note on this point, if s. 45(3) of the *Act* applied, the Tenant would not have been required to make any application to the Residential Tenancy Branch to seek to end her tenancy.

Even if I am viewing the Tenant's April 4th email too stringently, the Tenant effectively gave no time for the Landlord to correct the breach in any event. The email of April 4, 2025, assuming it was received that same day, gave a deadline of April 7, 2025, which meant the Landlord would have had less than 3 days to arrange for a carpet cleaner to attend the rental unit. I find this to be a practical impossibility and set a deadline that could not have been met by the Landlord under any circumstances.

The Tenant argued that by April 4, 2025 the Landlord had effectively told her that he would not be cleaning the rental unit. I accept that to be true. Having said this, it does not mean the Tenant could simply end her tenancy without giving notice that met the requirements by s. 45(3) of the *Act* by specifically telling the Landlord that if it did not correct the issue, she would end the tenancy. The Tenant needed to provide this notice with a deadline to come into compliance that was reasonable. Again, even if the April 4th email could be construed as a notice under s. 45(3) of the *Act*, which I find that it cannot, the Tenant gave the Landlord a mere 3 days to come into compliance, which I find to be impractical since it is unlikely any cleaner could be retained and attend the rental unit within such a short period.

The Tenant argued that the Landlord had, in effect, agreed to end the tenancy on April 23, 2025 by failing to respond and returning her security deposit after she moved out. I find there is no merit to this argument. The Landlord was given a mutual agreement to end tenancy, which it did not sign or return. Rather, on April 9, 2025 the Landlord's agent told the Tenant in no uncertain terms that he did not agree to ending the tenancy early and that the Tenant would be liable for lost rental income.

The return of the security deposit runs from the Landlord's obligation under s. 38(1) of the *Act*, which sets a 15 day deadline for the return of a security deposit upon the later of either the end of the tenancy or receipt of a tenant's forwarding address. Failure to do so triggers s. 38(6) of the *Act*, which means a tenant is entitled to the double return of the deposit. Simply put, the return of the security deposit resulted from the Landlord's obligation to deal with the security deposit within a short deadline at the risk of penalty under s. 38(6) of the *Act*. It does not, in my view, amount to an agreement to end the tenancy on April 23, 2025. Again, the Landlord was crystal clear on that point in the email sent to the Tenant on April 9, 2025.

I find that the Tenant failed to give proper notice to end tenancy in accordance with Part 4 of the *Act*. The email from April 4, 2025 failed to meet the notice requirements set by s. 45(3) of the *Act*. Further, the notice from April 7, 2025 failed to set an effective date that complied with s. 45(2) of the *Act* since the earliest effective date under that provision would be the end of the fixed term on September 30, 2025. I find that the Landlord has proven the Tenant breached the fixed-term portion of the tenancy agreement and failed to provide notice as required under s. 45 of the *Act*.

I make this finding irrespective of whether there was a cat urine smell in the rental unit. Even if the smell was present, the Tenant could only end her tenancy in accordance with Part 4 of the *Act*. There was no agreement to end the tenancy since the Landlord and the Tenant failed to give proper notice. I accept that the Tenant found the situation intolerable. This does not mean that she could simply do as she pleased and her misapprehension of her legal obligations under the *Act* are not relevant to whether she did, in fact, comply with those obligations.

Flowing from this breach, I accept that the Landlord suffered a loss of rental income with the rental unit being reoccupied on June 15, 2025. I find that the Landlord took reasonable steps to mitigate its losses by advertising the rental unit when it took back possession of the rental unit on April 23, 2025.

I accept the date the advertisement was posted is reasonable because, without proper notice from the Tenant, the Landlord had no real means of ensuring the Tenant would be out of the rental unit on April 23, 2025. Without a proper notice from the Tenant, the Landlord could not then apply for an order of possession under s. 55(2)(a) of the *Act.* Without knowing when or if the Tenant would turn back possession of the rental unit, the Landlord could not reasonably the rental unit advertise to prospective tenants for occupancy on a specific date. I similarly accept that the Landlord had interest in the rental unit and secured as tenant as soon as was possible, which in this case was on June 15, 2025 as demonstrated by the new tenant's tenancy agreement.

As a result of this, I find that the Landlord complied with its obligation under s. 7 of the *Act* by taking reasonable steps to minimize its losses following the Tenant's breach of obligation under the *Act* to give proper notice to end her fixed term tenancy. Accordingly, I accept the Landlord suffered a loss of rental income in the amount of $2,700.00, representing lost rental income for May and half of June ($1,800.00 + $900.00). I grant this amount to the Landlord.

Looking to the Tenant's claims for compensation, I find that portions of her claim are not available to her since she failed to end her tenancy in accordance with the *Act*. These are tied to her moving costs, loss of income, rent for April 2025, and the cost in preparing her affidavit. I do not accept it to be reasonable to grant these to the Tenant since she ended her tenancy improperly. In my view, the Tenant acted hastily with an incomplete picture of her legal obligations and must bear the costs of that error.

Having said this, I do accept that there was likely a smell of cat urine in the rental unit. This is supported by the Tenant's observations as well as the supporting statements put into evidence. I accept that the smell may not have been apparent during the original viewing on February 28, 2025, nor the subsequent attendance on March 8, 2025, since the windows were left open. Statements from 2 of the witnesses did, however, report a faint smell on March 23, 2025, when the move-in condition inspection report was completed, while all 3 confirm the Tenant's observation that it was clearly apparent on March 29, 2025. In light of this evidence and the Tenant's testimony, I find it unlikely the Tenant would have made significant issue with the smell in the rental unit upon taking possession on March 29, 2025 if it were not present.

The Landlord's agent argued that he did not note any issues with the smell when he visited the rental unit and that the move-in condition inspection report failed to note, which itself was completed on March 23, 2025. I agree that it may not have been readily apparent, which explains why it was not noted in the move-in condition inspection report. I further accept that the Tenant's allergies, as well as those of her boyfriend, make it likely that they are more sensitive the smell than the Landlord's agent. The extended exposure to the rental unit after taking possession on March 29, 2025 explains, in my view, why the issue was only noted after the Tenant moved in.

The Landlord's agent further argued that there was no cat in the rental unit previously. I cannot confirm this based on the evidence on record. It is possible the previous occupant had a cat and did not notify the Landlord. It is also possible that the smell, though smelling of cat urine, was not in fact caused by cat urine. In any event, it does not negate the fact that I accept there was a cat urine like smell when the Tenant took possession on March 29, 2025.

The Tenant, reasonably in my view, asked the Landlord to clean the carpets. The Tenant bore personal expense to clean the carpets herself, which ought to have been done by the Landlord prior to occupancy. I do not agree that the Tenant should have been required to clean the carpets at the beginning of her tenancy since this would have been the Landlord's obligation under s. 32(1) of the *Act*. The Tenant had the reasonable expectation that the rental unit was in a reasonably clean state when her tenancy started. Given the presence of the cat urine like smell, I find that the Landlord should compensate her the expense in attempting to clean this herself when the Landlord should have taken on this expense.

I have been provided with 3 receipts for the purchase of cleaners on March 29, 2025 and March 30, 2025. In total, this cost the Tenant $190.36 and comprised the purchase of the same cleaner, 4 times, with the 2 receipts from March 29, 2025 being $50.39 and the receipt from March 30, 2025 being for $89.58. It is unclear to me why the Tenant, upon purchasing 2 128oz cleaners on March 29, 2025, would then purchase the same volume of the same cleaner the following day. I further note that the purchase on March 30, 2025 included a $10.00 discount, such that I accept the Tenant likely took advantage of the discount and failed to do so the day before.

I find that it makes little sense to purchase more cleaner on March 30, 2025 without first using and applying the cleaner purchased on March 29, 2025. These purchases were made on Amazon, which means they would have had to been delivered, such that I find it unlikely the Tenant received and used 2 128 oz bottles of cleaner and then required a second order for the same volume the following day. In brief, I find that the cleaner purchased was likely in excess. The Tenant cannot reasonably seek compensation from the Landlord for this as it constitutes a failure to minimize the loss as required under s. 7 of the *Act* since the Tenant purchased product without giving it an opportunity to be applied.

Considering this, I grant the Tenant $89.58 for the purchase of 2 cleaners, which I accept would have been the amount paid by the Tenant had she purchased both on March 29, 2025 and received the $10.00 discount. The Tenant also purchased cleaner for attending the rental unit on March 8, 2023, with evidence of the cost of $25.75. I also grant the Tenant this amount since the Tenant ought not have been required to clean the rental unit before taking occupancy.

In total, I grant the Tenant $115.33 in compensation for the cleaner she purchased ($89.58 + $25.75). Offsetting this from the amount granted to the Landlord, I order that the Tenant pay $2,584.67 to the Landlord ($2,700.00 - $115.33).

2) Is the Landlord or the Tenant entitled to the return of their filing fee?

I find that the Landlord was successful and is entitled to its filing fee. I order under s. 72(1) of the *Act* that the Tenant pay the Landlord's $100.00 filing fee.

I find that the Tenant was largely unsuccessful and is not entitled to her filing fee. I dismiss her claim under s. 72(1) of the *Act*, without leave to reapply.

Conclusion

I grant the Landlord $2,700.00 in compensation as lost rental income.

I grant the Tenant $115.33 in compensation on her claims.

I grant the Landlord its $100.00 filing fee.

I dismiss the Tenant's claim for her filing fee, without leave to reapply.

In total, I order that the Tenant pay **$2,684.67** to the Landlord ($2,700.00 + $100.00 - $115.33).

The Landlord must serve the monetary order on the Tenant and may enforce it at the BC Provincial 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: September 17, 2025

Residential Tenancy Branch