



## **DECISION**

### **Introduction**

Pursuant to section 58 of the Residential Tenancy Act (the Act), I was designated to hear linked applications.

The Landlord's July 12, 2025 Application for Dispute Resolution under the Act is for:

- A Monetary Order for loss under the Act, the regulation or tenancy agreement, pursuant to section 67 of the Act;
- Authorization to retain all or a portion of the security deposit, under section 38;
- Authorization to recover the filing fee for this application, under section 72.

The Tenant's July 22, 2025 Application for Dispute Resolution under the Act is for:

- An Order for the Landlord to return the security deposit, pursuant to section 38;
- Authorization to recover the filing fee for this application, under section 72.

### **Service of Notice of Dispute Resolution Proceeding (Proceeding Package)**

The Landlord acknowledges service of the Proceeding Package and is duly served in accordance with the Act.

The Tenant acknowledges service of the Proceeding Package and is duly served in accordance with the Act.

### **Service of Evidence**

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

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

### **Preliminary Matters**

### *Jurisdiction – Landlord’s claim is based on alleged libel*

The Landlord’s claim asserts that the Tenant posted libel which then subsequently led to a loss of rental income.

As discussed at the hearing, the Residential Tenancy Branch does not have jurisdiction to determine issues related to libel. In this case, the finding of whether libel occurred is a necessary precondition before assessing any loss of rental income. I decline jurisdiction over the Landlord’s assertion and make no findings relating to the allegation of libel.

### **Issues to be Decided**

Is the Tenant entitled to the return of their security deposit?

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

### **Background and Evidence**

Both parties agree that the tenancy started on May 1, 2025, for a monthly rent of \$2,500.00 due on the first day of each month, and with a security deposit in the amount of \$1,250.00 paid on April 30, 2025. Both parties agree that, as of the date of this hearing, the tenancy has ended.

With regard to the move-in and move-out condition inspection report procedures, both parties agree that there was no extinguishment of rights when considering condition inspection report requirements. A copy of the report was available in the evidence before me, and it was reviewed during the hearing. The move-out condition inspection occurred on July 2, 2025, with both parties signing the report; on this date, the Tenant provided their forwarding address.

#### *Landlord’s arguments, evidence, and testimony*

The Landlord has claimed \$2,500.00, a full month of rent, against the Tenant by arguing that they made a libellous statement in a social media post dated July 8, 2025, and flowing from that libel, caused a loss of rental income for the month of July 2025.

A copy of the social media post was provided in the evidence. The Landlord states that the Tenant made malicious and false assertions in the social media post specifically relating to: 1) the alleged presence of mold in the basement, 2) the allegation that the Landlord charges whatever they feel like for utilities including the usage of the previous tenant, 3) that the Landlord makes excuses and delays for returning the security deposit, and 4) that the housing manager blocks communications after the tenant moves out to avoid having to clarify things later on.

The Landlord states that, given the small size of the community where the rental unit is located, these false assertions made it difficult for them to find new renters and

ultimately has resulted in their decision to attempt to sell the property. At the time of their application on July 12, 2025, the Landlord felt they were still within the 15 day time limit to make a claim against the deposit, and felt that the libellous statements made online on July 8, 2025, was preventing them from obtaining rental income for all, or at least a portion, of the month of July 2025.

### *Tenant's arguments, evidence, and testimony*

The Tenant argues that the allegedly libellous social media post was posted on July 8, 2025, after the tenancy had already ended – thus there was no longer an ongoing tenancy relationship or obligations that were available for the Landlord to claim against with regard to the security deposit.

Furthermore, the Tenant presented an email from the Landlord's property manager on July 1, 2025, which was asking if the Tenant wanted to extend their tenancy for another month until the end of July 2025 since they had not found any new renters. The Tenant states that this demonstrates how the Landlord's loss of rental income for July 2025 was already incurred starting at the beginning of the month, and that the social media post was only made on July 8, 2025, which was well afterwards. The Tenant states that the circumstances show that the Landlord was looking for ways to unlawfully retain the security deposit in bad faith.

The Tenant points to Part F(3)(c) of Policy Guideline #17, which indicates that the Tenant is entitled to the return of double the security deposit if the Landlord has filed a claim against that deposit that is found to be frivolous or an abuse of the dispute resolution process. Given that: 1) the move-out condition inspection and providing of the forwarding address were concluded on July 2, 2025, 2) the allegedly libellous post was made on July 8, 2025, and 3) that tenancy obligations applicable to security deposit claims were concluded, the Tenant seeks a finding that the Landlord's application was frivolous in nature.

## **Analysis**

### **Is the Tenant entitled to the return of their security deposit?**

I have considered the arguments of both parties relating to this unique circumstance. I find the Landlord's actions to be critical to my analysis. Although it might have been reasonable for the Landlord to be under the impression that potentially libellous social media postings (leading to loss of rental income) was a valid thing to claim the security deposit against, the timing of the social media post in relation to their alleged loss is problematic.

The social media post was made on July 8, 2025, which is several days after the tenancy had ended. The Landlord's claim was made on July 12, 2025, which was well before the conclusion of July 2025, the month of loss that the Landlord was claiming for. At this time, the social media post could only have influenced a maximum of four days of loss.

Although originally written to describe what a Landlord can do if they have extinguished their right to claim against the deposit for damage to the rental unit, I note that Policy Guideline #17, Part E(9)(a to c) can also serve as a list of things the Landlord has the right to claim against or deduct from the security deposit. Specifically applicable to my analysis is subsection (b), which indicates that the Landlord can file a claim against the deposit for *any monies owing* other than damage to the rental unit. The most common types of claims of this nature include items such as unpaid rent, cleaning costs from not leaving the rental unit reasonably clean, or a breach of a fixed term tenancy – all of which are direct breaches of the Act, regulation, or tenancy agreement.

I find that allegations of libel resulting in a loss of rental income are inherently different from the other common claims under the concept of *monies owing*. It is not a direct breach of the Act or regulations, and in this case, I do not see a term in the tenancy agreement or addendum that discusses libel. Overall, I conclude that libel and any subsequent loss is not included in the purpose and intent of allowing Landlords to collect and claim against security deposits in general.

Furthermore, given that the social media post is dated on July 8, 2025, after the alleged loss had already started to occur, after the Tenant had already requested their deposit to be returned, after the tenancy had already ended, and well before the conclusion of the month of rental income claimed to be lost, I conclude that the Landlord's July 12, 2025 claim for the entire month of July 2025 rent was unreasonable and frivolous in nature. I also note that the alleged loss would not be arising out of the tenancy period itself, nor could it be considered any amount owing from the tenancy period.

For these reasons, I award the Tenant with the return of their security deposit, doubled in accordance with section 38(6) of the Act. I have calculated interest on the original amount, and the total sum of the monetary award under this section is \$2,504.75.

### **Is the Tenant entitled to recover their filing fee from the Landlord?**

As the Tenant was successful in their application, I authorize them to recover the \$100.00 filing fee from the Landlord.

### **Conclusion**

I grant the Tenant a Monetary Order in the amount of **\$2,604.75** under the following terms:

<b>Monetary Issue</b>	<b>Granted Amount</b>
Security deposit	\$1,250.00
Doubling portion	\$1,250.00
Interest on original deposit	\$4.75

Filing fee	\$100.00
<b>Total Amount</b>	<b>\$2,604.75</b>

I grant a Monetary Order to the Tenant in the amount of \$2,604.75. 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 Small Claims Court of British Columbia 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.

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

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Residential Tenancy Branch