

DECISION

Introduction

This hearing dealt with the Landlord's 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 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

This hearing also dealt with the Tenant's 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
- 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
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

The Tenant acknowledged that they were served with the Landlord's proceeding package and raised no objections.

The Landlord acknowledged that they were served with the Tenant's proceeding package and raised no objections.

Service of Evidence

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.

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.

Preliminary Matters

Withdrawal of Landlord's Claim for Loss

At the beginning of the hearing, the Landlord advised that they wished to withdraw their application for 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. This aspect of the Landlord's claim was originally described as being for the Landlord's cost of arranging alternative accommodation for his mother who had intended to occupy the rental unit after the Tenants vacated.

Residential Tenancy Branch Rule of Procedure 5.0.1 states that a party seeking to withdraw that application must provide evidence of the other party's consent to the withdrawal.

The Tenants did not object to this withdrawal.

I am satisfied that the Tenants have consented to the withdrawal of this aspect of the Landlord's application.

The Landlord's application for a Monetary Order for money owed or compensation for damage or loss is withdrawn.

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 under sections 32 and 67 of the Act

Is the Landlord entitled to authorization to retain all or a portion of the Tenant's security deposit?

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

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

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

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

Background and Evidence

Evidence was provided showing that this tenancy began on March 1, 2020. The monthly rent was \$1,850.00. The Tenants provided a security deposit in the amount of \$925.00, and a pet damage deposit in the amount of \$925.00.

On Aug 2, 2024, the Tenants received a 4 Month Notice to End Tenancy for Landlord Use with a move out date of Dec 31, 2024.

On November 30, 2024, the Tenants vacated the rental unit.

On December 13, 2024, the Landlord applied for dispute resolution, claiming compensation in relation to unpaid rent, unpaid utilities, as well as the cost of cleaning and repairing the rental unit.

A. Landlord's Claims

Unpaid Rent

The Landlord claimed compensation in the amount of \$2,180.00 which consists of:

\$	60.00	unpaid rent for the month of August as well as a
\$	50.00	late fee,
\$	60.00	unpaid rent for the month of September as well as a
\$	50.00	late fee, and
	\$1,910.00	for the month of November as well as a
\$	<u>50.00</u>	late fee
	\$2,180.00	Total

The Landlord explained that while the rent had increased to \$1,910.00 for August 2024, the Tenants had continued paying the prior rental amount of \$1,850.00. He further explained that while the Notice that had been served on the Tenants ended their tenancy on December 31, 2024, they vacated on November 30, 2024, without providing the Landlord with proper Notice of their intention to do so.

Pursuant to their tenancy agreement, the Tenants' rent for July 2024 was \$1,850.00.

The Tenants replied that the Landlord's August 2024 rent increase was not valid. They said that the Landlord had notified them via text in July that their rent would be increased. They did not receive any formal written notice regarding the rent increase.

With respect to the Landlord's claim for rent for the month of November, the Tenant's argued that they were entitled one month compensation under the terms of the Notice they received.

The Tenants said that on October 30, 2024, they notified the Landlord via regular mail of their intention to vacate November 30, 2024. They explained that the rental unit consisted of two floors and that the Landlord visited regularly, occasionally staying

overnight in a room in the downstairs portion of the house. The Tenants added that the Landlord had arranged for the house to be used as a business address and that they received mail for him through the main door which was then placed in the laundry room on a bench downstairs for the Landlord to retrieve.

The Tenant said that they placed their notice to vacate letter on the bench where the typically Landlord retrieved his mail. They added the address provided by the Landlord on the 4 Month Notice was the address of the rental unit.

They also provided this Notice to Landlord NM via email October 30, 2024, further informing them that a hard copy of their Notice was available in the common room.

The Tenants said that the Landlord confirmed their receipt of this Notice on October 30, 2024. In support of their position, the Tenants provided a copy of a text message received from NL on that day in which she wrote "I saw a screenshot of the e-mail you sent to [NM]. I'm glad you found a new place and I hope we can keep in touch."

Unpaid Internet Expenses

The Landlord claimed compensation in the amount of \$89.00 with respect to internet charges for the month of November.

The Tenants denied responsibility for these charges. Specifically, DR testified that RM had cancelled their Internet access on November 20, prior to the end of their tenancy. She said that the Landlord pretended that this had been an accident.

DR said that the invoice submitted by the Landlord indicates that it is for charges spanning November 21, 2024, through December 12, 2024, which was after their access had been disconnected. She added that the internet account was not registered in her name and that the invoice includes a \$100.00 charge for an unreturned modem. DR said that the modem was not theirs to return and that the Landlord's claim is disingenuous.

The Landlord responded that the modem was not in the unit after the Tenants vacated.

The Tenants provided videos of the various rooms of the rental unit taken after they had been emptied and cleaned. DR pointed out that one of these videos showed the modem on a shelf.

Unpaid Utilities

The Landlord claimed compensation in relation to outstanding utility bills. The Landlord provided a copy of a BC Hydro bill in the amount of \$34.71 for the period spanning November 20, 2024, through January 20, 2025. The Landlord claimed a pro-rated amount of \$23.00 spanning November 20 through December 31, 2024.

The Landlord provided a copy of a Fortis invoice indicating a balance of \$119.87 owed for the period spanning November 20, 2024, through December 18, 2024.

DR replied that BC Hydro invoices are issued on a two-month cycle, and that they had paid their utilities completely up to date. They provided a copy of their banking records in support of this assertion.

DR added that in regard to the Fortis account, they paid \$142.44 on December 5, and that this encompassed all usage up to November 30, 2025. They provided a copy of their banking records in support of this assertion.

Damage to Rental Unit

The Landlord claimed entitlement to compensation in the amount of \$16,100.62 for damage to the rental unit. The Landlord said that at the end of the tenancy, he noted damage to the following:

- Kitchen countertop;
- Cabinet doors hinges;
- Bathroom vanity;
- Fridge door;
- Stove;
- Hardwood floors;
- Bathroom floor;
- Walls;

The Landlord said that the house was also very dirty, and smelled of mold, cigarettes, and marijuana. He contended that as a result of this smell, the walls needed cleaning, sealing, and painting. The Landlord said that the initial quote he received for this work was for \$22,000.00. He proceeded to obtain an additional quote for \$14,200.00 plus GST. The lowest estimate he provided indicated the cost as being \$14,490.00 (\$13,800.00 plus GST). He said that cleaning was included in the repair quote, as well as cabinet door and wall repair.

The Landlord said that major renovations had been completed in 2018-19, and this included a new kitchen and bathrooms.

Damage to Rental Unit: Move Out Inspection

The Landlord claimed that the Tenants did not participate in a move-out inspection despite multiple requests.

The Tenants replied a move-out inspection was completed with NM on November 30. They added NM confirmed the inspection time and date with them via email. They said that the Landlord did not supply a condition inspection report, however.

On Dec 1, the Tenants emailed RM, explaining that the walkthrough was complete and provided their forwarding email. They said that on December 2, the Landlord texted the Tenants, accusing them of damaging the house and claiming that the smell of smoke was present. The Landlord ignored that his daughter had completed the inspection and denied receiving the forwarding address, claiming it was not done properly. The Tenants said that while they smoke marijuana, they do not smoke cigarettes, and that they never smoked in the house.

Damage to Rental Unit: Cleaning

In the tenancy agreement, the Landlord included a term requiring the Tenants clean the rental unit to a professional standard at the end of the tenancy. The Landlord said that the rental unit required a complete professional cleaning at the end of the tenancy. In support of his claim, the Landlord provided various pictures showing a toilet that required additional cleaning, cobwebs on a light, kitchen appliances with residue, cupboards with small amounts of debris, and debris on the floor in areas where appliances have been moved

The Tenants said that they cleaned everything and were extensive in their efforts. In support of their claim, the Tenants submitted photos and videos which they said provided a detailed view of every room in the rental unit.

Damage to Rental Unit: Countertop

The Landlord said that a kitchen countertop, which he described alternatively as granite or quartz, was stained. He provided a photograph in support of his claim.

The Tenants did not reference the countertop stain in their testimony.

Damage to Rental Unit: Cabinet doors and hinges

The Landlord said that two cabinet doors were damaged primarily at the hinges and that this was preventing them from closing properly. He provided photographs in support of his claim.

The Tenants disputed the Landlord's damage claim, arguing that these issues were not brought to their attention. The Tenants said that while their photos showed no broken cabinet hinges, the Landlord's photos showed the cabinet doors removed.

Damage to Rental Unit: Bathroom Vanity

The Landlord claimed entitlement to compensation in relation to damage to the drawers of the bathroom vanity. In support of their claim, they provided pictures showing deterioration of the surrounding edges of the drawers resulting in the flaking away of the finish, which he proposed might be the result of water damage. They also showed a white smudge near the handle of one of handles.

The Tenants disputed the Landlord's damage claim, replying that their photo of the washroom sink shows the vanity and cupboard, with no mark on the door.

Damage to Rental Unit: Hardwood Floors

The Landlord said that the hardwood floors had deep scratches, particularly in the bedrooms. He provided photos in support of his claim.

The Tenants disputed the Landlord's damage claim, arguing that their photos demonstrate that the hardwood floors were very old and that his argument that the floors had been restored was not believable. They said that some of the scratches appeared decades old.

Damage to Rental Unit: Fridge Door Replacement

The Landlord claimed compensation in the amount of \$592.00 for the replacement of a fridge door as a result of scratches and dents. The Landlord said that the fridge was 7-8 years old. In support of his claim, the Landlord provided a copy of an advertisement for a fridge which he said was similar.

The Tenants disputed the Landlord's claim, asserting that there were no marks or dents on the door. The Tenants provided photos and video in support of their position.

Damage to Rental Unit: Kitchen Range Replacement

The Landlord claimed compensation in the amount of \$592.48 for the replacement of a kitchen range as a result of a dent in the side and broken burners which the Landlord believed was caused by overheating. The Landlord said that the range was 7 years old. He said a comparable replacement would cost \$992 plus tax. In support of his claim, the Landlord provided a copy of an advertisement for a stove which he said was similar. He said that as the useful life of a range is 15 years, he claimed \$529.06 plus tax based on the following formula:

$$\$992 / 15 \text{ Years (useful life of appliance)} \times 8 \text{ Years (remaining useful life)}$$

The Tenants disputed the Landlord's claim saying that the stove functioned during their tenancy up until they vacated. The Tenants provided videos of the stove showing it to have been cleaned.

Damage to Rental Unit: Wall Repair

The Landlord provided photos of a number very minor indentations or chipping. They also provided photos showing scuffs/smudges which I find could likely be remedied through cleaning.

The Landlord also provided a photo of the wall next to the tub showing a large hole in the wall next to the tub approximately one inch wide and three inches long which he said was from water damage.

The Tenants disputed the Landlord's claim with respect to a hole in the bathroom wall, and provided a photo of the washroom wall which they said was from November 30, 2024, with no hole showing.

Damage to Rental Unit: Odour

The Landlord claimed compensation in the amount of \$425.60 for duct cleaning, which had been suggested by a smoke remediation expert for removal of marijuana and or cigarette odour. The Landlord provided a quote for this amount in support of their argument.

The Landlord pointed out that under the term 5 of the Appendix to the tenancy agreement, smoking or burning of any materials in or around the rental is strictly prohibited.

The Tenants said that in the 4.5 years of their tenancy, there was never any mention of smoke or damage. They noted that the two quotes for restoration companies included areas not rented by Tenants and did not indicate smoke damage.

B. Tenant's Claims

On January 29, 2025, the Tenants applied for dispute resolution, claiming compensation in relation to unpaid labor, damage to their property, loss of enjoyment of the rental unit, and the return of their security deposit.

Yard Maintenance: Unpaid Labor

The Tenants claimed compensation in the amount of \$10,051.47 for their labour with respect to general yard maintenance during their approximately four year tenancy.

The Landlord disputed this claim, arguing that he had not agreed to compensate the Tenants for any labour they performed with respect to the property.

During the hearing, the Tenants admitted that there was no agreement between them and the Landlord whereby the Landlord agreed to compensate them for any their yard maintenance labour. They said that the breakdown of their activities and time was mostly intended to be illustrative of their efforts to maintain the property, and a rebuttal to the Landlord's claim that they were not maintaining the property and the removal of their trees was necessary.

Yard Remediation; Unpaid Labor, Equipment Rentals, Loss of Trees and Shrubs

The Tenants claimed compensation in the amount of \$5,059.00 for yard remediation which they said included an estimated of the cost of their labor and equipment for their yard remediation work, and the cost of their trees that were removed by the Landlord. The Tenants said that the Landlord removed the following plants from their property without notice of permission:

2	Japanese Maple: mature trees, 10+ years	\$ 700.00
1	Paperbark Maple (Acer Grisiseum)	\$ 175.00
1	Royal Star Magnolia: mature, had for 10 years+	\$ 500.00
2	Rhododendron: rare species, mature trees, 10+ years,	\$ 500.00
1	Chinese Dogwood tree: Mature, had for 10+ years	\$ 200.00
1	Gingko Balboa: mature tree, had for many years (5+)	\$ 130.00
1	Espaliered Apple Tree – 15 years old	\$ 750.00
Total		\$2,955.00

JR proposed that, as a professional horticulturalist, the foregoing amounts are a reliable estimate of the replacement value for these plants if they were purchased at a nursery.

The Tenants claimed entitlement to \$1,604.46 for 34 hours of labour that they performed with respect to the clearing and cleaning of yard waste and hauling away debris for disposal during the period spanning November 2023 through February 2024. They said that this was necessary as a result of the state of the yard after the Landlord had “clearcut” the yard. JR claimed entitlement to an hourly rate of \$47.19 for this work in light of his background as a professional horticulturalist. The Tenants also claimed \$500.00 for four hours of equipment rental, a blower, in relation to their yard remediation efforts.

The incident was very upsetting for the Tenants, who felt it was a way for the Landlord to force them to leave. The noise from the chainsaw disrupted the Tenant's ability to work from home, and the Landlord was aware that the Tenant's mother-in-law was staying with them.

The Landlord replied that he had had been contacted by neighbors who reported that the property was overgrown and that there were miscellaneous items strewn around. The Landlord asked the Tenants to clean up the property, but they did not comply. The Landlord said that the lease agreement stipulated that the Tenants were responsible for taking care of the property.

The Landlord said that he arrived at 7 AM one morning and began removing the overgrowth and that he ultimately hauled away four trailer loads of debris. The Landlord clarified that he only cut down trees that belonged to him, not the Tenants' trees. He added that he never allowed the Tenants to plant trees and did not touch any of their potted trees. The Landlord emphasized that the Tenants rented the upper part of the house and did not have permission to use the front or backyard for storage of items.

The Landlord said that his actions were the result of complaints received from neighbors and that he was considerate in his actions. The Landlord insisted that he left the yard clean and removed any resulting debris. He said that there was no discussion or agreement that the Tenants would clean up. The Landlord did not commission the Tenants to do any work and there was no agreement on an hourly rate. The Landlord believes the Tenants' claims are an attempt to avoid liability for their damage to the property, as there are no receipts for debris disposal or equipment. The Landlord did not recall JR mentioning tree removal prior to their claim.

The Tenants replied that they believed they were permitted to plant trees and that the Landlord was happy with the work being done. They argue that the Landlord should have asked them to move the trees rather than removing them himself. They also dismissed the notion that any of the neighbours would have complained about the property, as many of them had expressed admiration for the Tenants work on the yard.

Loss of Enjoyment

The Tenants claimed compensation in the amount of \$2,850.00 for the clear cutting of the front yard. They said that this amount consists of 25% of their monthly rent multiplied by four months (\$1,850), plus \$1,000 for the stress caused.

The incident was very upsetting for the Tenants, who felt it was a way for the Landlord to force them to leave. The noise from the chainsaw disrupted the Tenant's ability to work from home, and the Landlord was aware that the Tenant's mother-in-law was staying with them.

The Tenants added that this claim was also in relation to repeated entrances into the rental unit by the Landlord without their permission. The Tenant emphasized that they rented the entire rental unit, it was not a shared space and there is no suite. They argued that despite the absence of a legal right to enter, the Landlord would occasionally he stay overnight at the rental unit.

The Landlord said that he used an electric chainsaw, and the Tenant claimed she did not hear anything. The Landlord said that he kept the Tenants informed of his work through texts, and that the bylaws in the neighborhood permitted work during those hours.

The Landlord said that the Tenants were renting the upstairs, but that they subsequently asked for access to the basement because they had another child.

The Landlord said they agreed that he would retain the usage of a little bedroom which has a counter, mini kitchen, sink and bathroom. He added that it had a mattress and he stayed there a day or two every six months.

Analysis

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

Unpaid Rent

I find that the Tenants' rent for July 2024 was \$1,850.00 and that the Landlord has failed to establish that the August 2024 rent increase was valid. In reaching this conclusion I accept that the Tenants did not agree to the rent increase. I further note that section 41 of the Act, states that a Landlord must not increase rent except in accordance with the Act, which only allows for a rent increase if served in the approved form at least 3 months before the effective date of the increase.

The Landlord did not direct me to any evidence indicating that he used the approved form, nor did he testify that he had done so. I find that the Landlord failed to provide Notice in the approved form. I find therefore that the Landlord has failed to establish entitlement to additional rent for August through October, or any late rent fees.

I further find that the Landlord has failed to establish entitlement to rent for the month of November. In reaching this conclusion, I have considered section 51(1) of the Act, which indicates that a Tenant who receives a notice to end a tenancy for Landlord's use of property is entitled to receive from the Landlord an amount that is the equivalent of one month's rent. A Tenant may withhold the last month's rent in these circumstances.

I also note that section 50 of the Act permits a Tenant to end a tenancy earlier than the effective date of the Landlord's Notice by providing the Landlord with written notice, and that a notice provided by a Tenant in these circumstances does not affect the Tenant's right to one month's compensation under section 51.

I accept that the Tenants provided Notice to NM on October 30, 2024, and note that NL confirmed NM had received this the same day.

While RM argued that NM was not a Landlord and that service was therefore ineffective, I accept that NM was his agent, and that the Landlord was served with the Notice on October 30, 2024. In reaching this conclusion, I note that the NM had informed the Tenants in a text message November 28, 2024, that her father had asked her to perform the move out inspection with them. I accept the Tenants' testimony that they paid their rent to her as well and note that the Landlord agreed that \$700.00 of the monthly rent was paid to NM who would then apply it to her own rent. The Landlord also agreed that he out of the country and on Vancouver Island frequently and that he would have her perform tasks for him.

The Landlord's claim for unpaid rent and late rent fees is dismissed.

Is the Landlord entitled to a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act

Damage to Rental Unit: Move Out Inspection

I find that the Tenants participated in a move-out inspection. In reaching this conclusion, I note that I have already found that NM was the Landlord's agent. I also note that NM had informed the Tenants in a text message November 28, 2024, that her father had asked her to perform the move out inspection with them and that they did so on November 30. I also find that the Landlord did not supply the Tenants with a condition inspection report.

Damage to Rental Unit: Cleaning

I find that the Landlord has establish entitlement to compensation in relation to cleaning in the amount of \$300.00. In reaching this conclusion, I note that Residential Tenancy Branch Policy Guideline #3 states that when a Tenant vacates a rental unit they must leave it reasonably clean. I find that the term requiring the Tenants clean the rental to a professional standard at the end of the tenancy is contrary to the Policy Guideline and therefore unenforceable. Residential Tenancy Branch Policy Guideline #16 states that a party seeking compensation should present compelling evidence of the value of the damage or loss in question.

I find that the videos provided by the Tenant support their contention that they were thorough in their cleaning efforts, and that they left the rental unit reasonably clean. I also find however, that the Landlord's photos demonstrate that a modest amount of additional cleaning was required.

Damage to Rental Unit: Countertop

I find that the Landlord has established entitlement to compensation in the amount of \$30.00 with respect to the stained countertop. In reaching this conclusion, I note that the Landlord provided no evidence as to the cost of such a repair. I find that is common knowledge that stains such as the one shown in the Landlord's photograph are quite easily lifted with baking soda and requires almost no labour aside from the act of purchasing this inexpensive grocery item.

Damage to Rental Unit: Cabinet doors and hinges

I find that the Landlord has failed to establish entitlement to compensation in relation to the cabinet doors and hinges. In reaching this conclusion, I note Residential Tenancy Branch Policy Guideline #16 states that a party seeking compensation should present compelling evidence of the value of the damage or loss in question.

I find that the photos do not show any damage to the doors or hinges. I also note that cabinets hinges may occasionally need to be adjusted or tightened, particularly if they have been used for quite some time. The Landlord said that major renovations to the kitchen had been completed in 2018-19, making the cabinets approximately five years old at the end of the tenancy. I find that the Landlord has failed to establish any issues he experienced with the cabinet doors is due to anything beyond reasonable wear and tear by the Tenants.

Damage to Rental Unit: Bathroom Vanity

I find the Landlord has failed to establish entitlement to compensation in relation to the bathroom vanity. In reaching this conclusion, I find that the white smudge appears to be something that might be easily cleaned off of the surface. I also find the damage on the surrounding edges of the drawers appears to be the result of closing too tightly together. I find that the Landlord has failed to establish that this deterioration in the appearance of the drawers as a result of any negligence or misuse by the Tenants.

This aspect of the Landlord's claim is dismissed.

Damage to Rental Unit: Fridge Door Replacement

I find that the Landlord has established entitlement to compensation in the amount of \$100.00 in relation to the replacement of his fridge. Specifically, I find that one fridge photo provided shows a fridge door that is excessively dirty with perhaps one significant mark that runs across the door horizontally. From the photo, it is difficult to discern the extent of the damage, if any. The visible mark does not appear to be deep and it is not apparent whether this could simply be polished out. The Landlord also provided a photo showing several minor dents in the fridge door. The Landlord did not provide any information about the possibility of a repair, there is no loss of function, and I note that he agreed that the fridge was 7 to 8 years old open.

Consequently, I find that the Landlord has failed to establish that he's entitled to replacement of the fridge. I find that the value of the loss to be \$150.00, which represents the value of the depreciation in the appearance of the fridge.

Damage to Rental Unit: Kitchen Range Replacement

I find that the Landlord has failed to establish entitlement to compensation in relation to the replacement of the stove. Residential Tenancy Branch Policy Guideline #16 states that a party seeking compensation should present compelling evidence of the value of the damage or loss in question. In this instance, I find that the Landlord has failed to present compelling evidence that the stove burners were not functioning. In reaching this conclusion, I have preferred the Tenant's testimony that the stove functioned during their tenancy up until they vacated, and note that this conclusion has been influenced as a result of several other adverse findings with respect to the Landlord's credibility which

I also note that again, the Landlord has not provided any compelling evidence regarding the possibility of repair. Instead, he seeks replacement of the entire stove. With respect to the allegations of cosmetic damage, I have considered the video of the stove and have preferred the Tenant's testimony that there were no dents or marks.

Damage to Rental Unit: Hardwood Floors

I find that the Landlord has establish entitlement to compensation in the amount of \$400.00 in relation to damage to the hardwood floors. In reaching this conclusion, I find that the photos provided by the Landlord include scratches that are quite old. The older scratches are black in colour whereas the newer scratches are light in colour. I find that the recent scratches were so minor that it is likely that they might be remedied for very little expense to the Landlord. I also find that the many of the Landlord's photo are taken in a manner which makes it difficult to discern where they were taken and whether they are duplicates of damage from other photos.

I find on a balance of probabilities, that many of the scratches pre-existed the current tenancy. I would add however, that there are clearly a number of newer scratches that are quite extensive yet not deep. These appear to be the result of furniture legs moving around in an area over a long period of time. I also find that it is likely that these scratches could be repaired with a modest amount of expense given that they are of little depth.

I find that as the Landlord's all-encompassing quote for repairs does not provide a reliable value for the cost of the hardwood flooring repair, I find it reasonable to attribute a \$400.00 value to the cost of this repair.

Damage to Rental Unit: Wall Repair

I find that the Landlord has established entitlement to compensation in the amount of \$600.00 in relation to miscellaneous wall repair. In reaching this conclusion, I find that while the wall damage disclosed in the Landlord's photographs is in all cases minor, cumulatively it constitutes a justification for wall repair which in most cases would seem to require washing or simply painting without the needed for more than a modest amount of filling or patching.

I find that the discrepancy between the parties' evidence is likely the result of the Landlord picking at that part of the wall which he claimed was water damaged and that it simply disintegrated as it was investigated.

I find on a balance of probabilities, that the hole, while created by the Landlord, was the result of water damage. I find that it is likely the result of a leak between what appears to be the edge of the shower door and the wall. I find on a balance of probabilities that a leak probably occurred during the tenancy but that it was not noticed by the Tenants. I further find that the leak was not the result of misuse or neglect by the Tenant. Rather I find that it was likely the result of deterioration of the caulking over time.

Damage to Rental Unit: Odour

I find that the Landlord has established entitlement to compensation in the amount \$425.60 for duct cleaning. I find that the Landlord has also established entitlement to compensation in the amount of \$500.00 with respect to the cleaning of the walls.

In reaching this conclusion, I accept that while there may have been an odour, I find that the Landlord has failed to establish the severity of the problem and entitlement to the remediation work sought. I find the Tenants' testimony to be reliable in that they admitted that they smoke marijuana, but not cigarettes, and they do not smoke in the house. I would add that it is common knowledge that storage of marijuana and the usage of it can produce strong odours that may remain with the user long after consumption. I find that the odour detected by the Landlord was likely due to the Tenants' marijuana use but accept on a balance of probabilities that it was not smoked indoors.

I note that the Landlord's evidence as to the severity of the odour is limited to the testimony of the Landlord and his two immediate family members and does not include any independent assessment of the extent of the problem. I find that the fact that the Landlord did not raise concerns about this issue until after the tenancy ended despite regularly visiting the rental unit diminishes the strength of their argument as to the severity of the odour.

Lastly, I find that as the Landlord has a responsibility to mitigate their loss, it would be prudent for the Landlord to have engaged in less expensive remediation efforts such as duct cleaning and the cleaning of the walls and determine their effectiveness prior to engaging in far more expensive remediation efforts such as the sealing and painting of walls which I have determined to be unjustified. I find the fact that the Landlord has apparently refrained from engaging in these incremental and less expensive options since the tenancy ended also undermines his argument as to the severity of the odour.

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

Unpaid Internet Expenses

I find that the Landlord has failed to establish entitlement to compensation in relation to internet charges. In reaching this conclusion, I have preferred the testimony of the Tenants which was that their internet was interrupted on November 20, 2024, and considered that the invoice included a \$100.00 charge for an unreturned modem. I also found particularly compelling, the Tenants' video taken after the rental unit had been emptied and cleaned which showed the modem on a shelf. I concurrently find the Landlord's credibility to have been diminished as a result.

The Landlord's claim for unpaid internet fees is dismissed.

Unpaid Utilities

I find that the Landlord has established entitlement to unpaid utilities in the amount of \$53.35. Specifically, I find that the Landlord has established entitlement to BC Hydro expenses in the amount of \$6.26 ($\$34.71 / 61 \text{ days} \times 11 \text{ days usage}$). I further find that

the Landlord has established entitlement to BC Hydro expenses in the amount of \$47.09 (\$119.87 / 28 days x 11 days usage).

In reaching the foregoing conclusions, I note that I have already found that the tenancy ended November 30, 2024. I also note that the banking records provided by the Tenants indicate that their last BC Hydro payment was made November 25, 2025, which was prior to the end of the tenancy. While the Tenants' last Fortis BC payment was made December 5, 2025, I note that the bill for their usage for the period spanning November 20 through November 30 was not issued until after December 17. Consequently, I find that the Tenant had not paid all utilities as claimed.

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

Yard Maintenance: Unpaid Labor

I find that the Tenants have failed to establish entitlement to compensation in relation to unpaid labor. In reaching this conclusion, I note that the Tenants admitted that there was no agreement between them and the Landlord whereby the Landlord agreed to compensate them for any their yard maintenance labour. While the Tenants essentially conceded during the hearing that they were not entitled to the compensation identified in their application, I would further note for clarity that the Tenants have not identified a basis under the Act, regulation or tenancy agreement for compensation of this nature.

This aspect of the Tenants' claim is dismissed.

Yard Remediation; Unpaid Labor, Equipment Rentals, Loss of Trees and Shrubs

I find that the Tenants have failed to establish entitlement to compensation in relation to yard remediation labour and equipment rentals. In reaching this conclusion, I note that the Tenants admitted that there was no agreement between them and the Landlord whereby the Landlord agreed to compensate them for any their yard maintenance labour. I further noted that there is no indication that the Landlord believed that the yard needed further debris removal after he left and that he expected the Tenants to address this. Rather, I find that any work performed in the yard by the Tenants following the Landlords cutting and removal of trees and plants was done of their own volition, and their own desire to create a certain aesthetic for the property as it was their home.

I find that the Tenants have established entitlement to compensation in the amount of \$1,500.00 relation to the trees and shrubs removed by the Landlord. In reaching this conclusion, I have reviewed the Tenants' photos of the yard and accept that they had created a very visually appealing yard with a large variety of trees and shrubs.

I further find that the Landlord had callously removed and disposed of the trees and shrubs, without consulting the Tenants, and accept the Tenants' testimony that these plants had been installed in the gardens in a manner called heeling which allows for

convenient removal and transplanting. I accept that the Tenants had installed the plants described but find that the Tenants' credibility as to their value is diminished as a result of their failure to provide independent pricing for these and their personal attachment to them. I also note that the Tenants delayed raising this claim with the Landlord for almost a year. In the circumstances, I find that \$1,500.00 to be a reasonable amount for the value of the trees and shrubs.

Loss of Enjoyment

I find that the Tenants have failed to establish entitlement to compensation in relation to loss of enjoyment. In reaching this conclusion, I note that they have not claimed the loss of anything previously provided by the Landlord as part of their rental agreement. While I do not doubt that the loss of their trees and shrubs was upsetting, I have found that they are entitled to a reasonable amount for their replacement. In terms of their loss of enjoyment, I find that the Tenants' failed to mitigate the situation by notifying the Landlord of the presence of their plants in the gardens, or obtaining his express consent in advance. I further find that the noise created by the Landlord operation of a chain saw occurred during acceptable hours.

In regard to the Tenants claim for \$1,000.00 in relation to stress, I find that the Tenants have failed to present compelling evidence, such as medical documentation, for this compensation. I again note that the Tenants might have mitigated the subsequent shock of their removal by proactively disclosing the presence of their trees and shrubs to the Landlord in advance.

With respect to the Tenants' claims of unauthorized entry, I note that both tenancy agreements indicate that the Tenants were renting the top floor of the rental unit. I find that it was an implied term of the tenancy agreement that the Landlord would have access to the room in the basement.

This aspect of the Tenants' claim is dismissed.

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

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 Tenant entitled to authorization to recover the filing fee for their application?

As the Tenant were successful in their application, I find that the Tenants are entitled to recover the \$100.00 filing fee paid for this application under section 72 of the Act.

Is the Landlord entitled to authorization to retain all or a portion of the Tenant's security deposit? Is the Tenant entitled to authorization to the return of their security 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.

I find that the tenancy ended on November 30, 2025, and that the Landlord made their application on December 13, 2024. I find that the Landlord made their application within 15 days of the tenancy ending.

I find that the Landlord is entitled to compensation in the amount of \$958.95 in relation to their application, calculated as follows:

Landlord's Claim Entitlement

\$300.00	Cleaning
\$ 30.00	Countertop
\$-	Cabinet doors and hinges
\$-	Bathroom Vanity
\$150.00	Fridge door
\$-	Stove
\$400.00	Floor repair
\$600.00	Wall Repair
\$425.60	Duct cleaning
\$500.00	Wall cleaning
\$-	Internet
\$ 53.35	Utilities
\$100.00	Filing Fee
\$2,558.95	Total

Tenant's Claim Entitlement

\$-	Yard Maintenance: Unpaid Labor
\$-	Yard Remediation; Unpaid Labor, Equipment Rentals
\$1,500.00	Loss of Trees and Shrubs
\$-	Loss of Enjoyment
\$ 100.00	Filing Fee
\$1,600.00	Total

$$\$2,558.95 \text{ (Landlord's claim)} - \$1,600.00 \text{ (Tenant's Claim)} = \$958.95$$

Under section 72 of the Act, I allow the Landlord to retain \$958.95 from the Tenant's security and pet damage deposits, in satisfaction of the monetary award.

I also find that the Tenants are entitled to interest on their deposits in the amount of \$96.74, calculated as follows:

2020 \$1850.00: \$0.00 interest owing (0% rate for 57.10% of year)
2021 \$1850.00: \$0.00 interest owing (0% rate for 100.00% of year)
2022 \$1850.00: \$0.00 interest owing (0% rate for 100.00% of year)
2023 \$1850.00: \$36.25 interest owing (1.95% rate for 100.00% of year)
2024 \$1865.42: \$51.02 interest owing (2.7% rate for 100.00% of year)
2025 \$1907.85: \$9.47 interest owing (0.95% rate for 52.05% of year)

I order the Landlord to return the remaining outstanding balance of the deposits with interest to the Tenant.

Conclusion

I authorize the Landlord to retain \$958.95 from the Tenant's security and pet damage deposits, in satisfaction of the monetary award.

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 9, 2025

Residential Tenancy Branch