

DECISION

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) filed on May 12, 2025, for:

- 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

and the Tenant's cross-application filed, June 16, 2025, requesting:

- the return of double their security and pet deposits, plus interest, under section 38 of the Act

The parties indicated that a previous hearing between them under the file number noted on the cover page of this decision was filed by the Tenant on April 22, 2025, and withdrawn on May 16, 2025. The parties indicated that some of the evidence included with the previous file may be relevant to this decision.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

The parties each acknowledged receipt of the proceeding package and evidence from the other party.

Issues to be Decided

- Is the Landlord entitled to a Monetary Order for cleaning and or damage to the rental unit?
- Is the Landlord entitled to retain a portion of the Tenant's security deposit for their claims?
- Is the Tenant entitled to the return of their security deposit?
- Is the Landlord entitled to recover their filing fee for this application?

Facts and Analysis

The tenancy began March 1, 2019. The Tenant provided a security deposit and a pet deposit of \$550.00 each on March 1, 2019. The Landlord purchased the property in late 2019, and the parties signed a new tenancy agreement with a start date of December 1, 2019, noting the deposits were previously paid. Interest of \$57.66 has accrued on the deposits to the date of this hearing.

The rental unit is located on the upper floor of a house that was constructed in 1975. The mold testing report indicates the residential structure is a four-plex. The Tenant believes it may have been cosmetically updated in the 1990's.

The Tenant believes the previous property owner tiled over a window in the bathroom creating mold issues. The Landlord disputes this. The Landlord believes the house was updated more recently, possibly when it was split into two rental units.

Since the Tenant raised their concerns about mold in the rental unit, the Landlord arranged mold testing on April 1, 2025, and April 8, 2025, or thereabouts. The cost for these two tests totaled \$1,221.68. The sample from the lower portion of the bathroom drywall indicated high levels of *Alternaria* fungus (mould). The subsequent air quality testing of other areas in the rental unit indicated acceptable levels of spores.

The previous property owner did not complete a move in inspection with the Tenant. The Landlord's wife walked through the rental unit with the Tenant on December 1, 2019, while the Tenant's belongings and furniture were already present in the rental unit. The Tenant signed and obtained a copy of this document but questions its usefulness or accuracy in describing the condition of the rental unit because they were already living there at the time it was completed.

The tenancy ended by mutual agreement, signed by the parties on April 11, 2025, effective April 30, 2025.

The Landlord says they emailed the Tenant on April 15, 2025, and again on April 25, 2025, attaching a Form 22 – final notice of inspection, with two options for the move out inspection date and time. The Tenant replied by email on April 29, 2025, providing their forwarding address, and suggesting an alternate time for the inspection.

The parties could not agree to a time for the move out inspection and the Landlord completed the inspection without the Tenant on May 1, 2025.

The Tenant says they cleaned the unit, although they admit to missing a few items, including the oven. The Tenant says they patched any holes in walls or doors and left behind cans of paint that matched the walls. The Tenant says they believed there were issues with mold in the walls and that the Landlord would be remediating the unit. For those reasons, they did not wash the walls or clean as thoroughly as they may have otherwise.

The Tenant acknowledged damage to the carpet in one of the bedrooms, and they provided carpet and underlay for the Landlord to install in that room.

The Landlord's most updated monetary order worksheet lists their claims as follows:

Description	Amount claimed
Cleaning	\$777.00
Repairs: carpet, demolition, painting, install doors, shelving	\$5,936.00
Replace carpet bedroom 2	\$966.02
Replace doors and closet doors	\$1,979.97
Replace flooring 50%	\$4,286.54
Replace kitchen countertops and plumb sink	\$1,652.96
Window screen	\$26.88
Screen door	\$615.76
Mold testing	\$1,221.68
Grass seed, dirt, baseboards	\$197.68
TOTAL	\$17,660.49

Is the Landlord entitled to a Monetary Order for cleaning and or damage to the rental unit?

To be awarded compensation, the Landlord must prove:

- the Tenant has failed to comply with the Act, regulation or tenancy agreement
- loss or damage has resulted from this failure to comply
- the amount of or value of the damage or loss
- the Landlord acted reasonably to minimize that damage or loss

Cleaning

Section 37 of the Act says a Tenant must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear.

Despite the Tenant's circumstances and reasoning, I find the Landlord has submitted ample evidence, including photographs and an invoice to show that the rental unit was not reasonably clean at the end of the tenancy. Therefore, I find it reasonable to award compensation of **\$777.00** for cleaning as claimed.

Damages

I note the Tenant's concern with the Landlord's evidence that the cost estimate for \$5,936.00 for various repairs was quoted by the Landlord's friend's construction company. I will consider this estimate only as a guideline, confirming actual expenses

when possible or otherwise determining the appropriate value for damages under section 67 of the Act.

As noted in Policy Guideline 40, the full cost of a repair or replacement can sometimes result in betterment, meaning overcompensation. For example, if a landlord replaces a damaged ten year old fridge with a new fridge, awarding compensation for the full cost of replacement may put the claimant in a better position than before the damage occurred. Therefore, the director may consider the remaining useful life of the damaged item and adjust the amount of compensation to reflect its value at the time the damage occurred.

On the other hand, sometimes an award for the full cost of a repair or replacement may be ordered, even if the damaged property was not new. This may be the case in claims where there is no obvious improvement in the value of the item after replacement or if the damage was intentionally caused or the result of grossly negligent behaviour.

Painting

According to Policy Guidelines 1 and 40, the Landlord is responsible to paint at reasonable intervals, and the useful life of interior paint is 6 years. Neither party could confirm when the interior was last painted prior to the tenancy which lasted over 6 years. Regardless of any alleged damages by the Tenant, I find the paint was at the end of its useful life.

The Landlord says the Tenant should bear the cost for painting because they caused damages. However, I find the Landlord has not proven the Tenant texturized the wall in the bedroom. The lower left corner of the 2023 photograph the Landlord submitted to show the wall is smooth, shows the same texturizing that the Landlord complains of.

In addition, I find some of the damages were caused by a lack of door stops which was noted on the inspection report completed in 2019. I find the Tenant is not responsible for these damages.

The Tenant has admitted to causing some wall and door damage by accident. I find the Tenant's efforts to patch all holes and provide cans of matching paint are a reasonable contribution to account for any damage they caused. I find the evidence does not indicate the Tenant did a poor job patching the holes.

For these reasons, I dismiss the \$1,700.00 claim for painting the walls and doors and decline to award compensation for painting.

Kitchen countertops

The claim for \$300.00 for demolition of the kitchen countertops should be considered along with the claim for \$1,652.96 to replace and install new counters and plumb the sink. The useful life of a laminate countertop is 15 years. Although the Landlord estimates these countertops were around ten years old, they have not provided

evidence of that. The photographs seem to support the Tenant's position that the countertops were from the 1990's.

On a balance of probabilities, given the age of the unit and the photographs, I find the countertops were past the end of their useful life. In addition, the 2019 inspection indicated pre-existing damage to the corner of the countertop.

However, I find the Tenant admits they altered the countertop without permission, and they were responsible for removing the bar top section after it was damaged during the tenancy.

Given the admitted damage and alterations by the Tenant, I find it reasonable to award the Landlord **\$500.00** toward the cost of replacing the countertops. I decline to award the full cost of the claim because I find it would result in betterment given the likely age of the countertops.

Laminate flooring

The claim for \$500.00 to remove the laminate flooring should be considered along with the Landlord's claim for half of the cost to replace the sub floor and flooring in the 1024 square foot unit, \$4,286.54.

The Landlord estimated the age of the laminate flooring at ten years. The Tenant estimated the age at 20 years. The useful life is estimated at 15 years.

On a balance of probabilities, given the age of the unit and the apparent age of other finishes, I find it likely the flooring was at the end of its useful life.

The 2019 inspection notes some pre-existing damage of "scuffs in the wood" for the flooring in the living room. I find the photograph of the hallway flooring from 2019, is somewhat blurry and shows a very small portion of the flooring, so I put little weight on this photograph to show a better condition at the outset of the tenancy.

The Landlord says the Tenant's dogs and puppies damaged the floor with claw marks and urine. The Landlord says they replaced the sub floor and the flooring because of the urine smell. The Landlord did not consider using a sealant on the subfloor rather than replacement.

The Tenant says the floor was in similar condition when they moved in and when they moved out. The Tenant denies causing any damage beyond wear and tear and denies that their pets urinated on the floor. Even if the Tenant's pets had urinated on the flooring, I am not convinced this was reason to replace the subfloor in addition to the flooring.

I note the photograph "floor damage1_2025" shows the floorboards are lifting and unlevel and there is obvious damage to the end of one plank. Since this damage was not noted on the 2019 inspection, I conclude that it occurred during the tenancy. I find this damage appears to be caused by wear and tear due to the floorboards lifting.

The Landlord has not provided evidence that the Tenant caused the laminate flooring to warp and lift. The Tenant's submissions indicated high levels of humidity in the unit which could contribute to the floorboards lifting.

Given the age and type of flooring at issue, I find the Landlord has not provided sufficient evidence that the Tenant and their pets were responsible for damaging the floor beyond wear and tear.

Even if damage beyond wear and tear was proven to be caused by the Tenant, I find compensation for replacing the flooring would result in betterment. Therefore, I decline to award compensation for this claim.

Shelving

I find the useful life of shelving in the kitchen is estimated at 15 years and other closet shelving is estimated to have a useful life of 20 years. I find the shelving was at the end of its useful life. I find any damage to the shelving was wear and tear.

The Tenant says they let the Landlord's wife know they intended to remove the closet shelf. I accept the Tenant's testimony that the shelf in the front closet was oddly placed, covered in carpet, and had a bad odor. I am not convinced that the Landlord replaced this shelf after the tenancy ended.

Therefore, I decline to award compensation for building and installing shelving in the kitchen and front closet.

Interior doors

I am not satisfied that the Landlord was required to replace the interior doors because of damage caused by the Tenant. Neither party could confirm the age of the interior doors. Whether they were original or updated in the 1990's, they were well beyond their useful life, which is 15 years for bi-fold doors and 20 years for interior hollow core doors.

I find most of any damage to the interior doors was wear and tear. Storing some doors in the attic does not appear to have damaged them beyond the need for cleaning. Although repairs to one door by the Tenant may not be cosmetically perfect, they do not appear to impact the door function.

The Tenant admits to damaging and replacing one door. I find the one mismatched door would not entitle the Landlord to the cost to replace all the doors.

For the above reasons, I dismiss the Landlord's claims for \$1,979.97 to replace interior doors along with the claim for \$1,650.00 for installing doors. However, I find it reasonable to award the Landlord **\$150.00** based on the admitted damage to one interior door.

Bedroom carpet

The useful life of carpet is estimated at 12 years. Neither party indicated the age of the carpets in the rental unit. Based on the length of the tenancy, I find the carpet is at least 6 years old.

The parties agree that the Tenant damaged the carpet and provided a replacement carpet and underlay for the Landlord to install in the second bedroom. The Landlord says the carpet does not match the other bedrooms. Neither party presented argument about the quality of the carpet.

When questioned, the Landlord did not answer whether they installed the carpet provided by the Tenant. Although the Landlord is not required to accept the carpet provided by the Tenant, I find it would be one way to mitigate their losses, which they are required to do. I find the Landlord has not presented a plausible argument for declining the carpet provided by the Tenant.

The information provided by the Landlord is an estimate for the cost of carpet at around \$966.02 and the quote for the cost of installation at \$400.00.

Given the likely age of the carpet and considering the Tenant provided what appears to be a reasonable replacement, I find it appropriate to limit the compensation awarded for this claim to **\$400.00** representing approximately 30% of the Landlord's total claim or the cost of installation if the carpet provided by the Tenant is accepted.

Window screen

Based on the photographs and inspection in evidence, I grant the **\$26.88** claimed to replace the window screen because I find no obvious improvement in the value of the item after replacement, and I find it most likely the damage was caused by the Tenant's pet as claimed.

Screen door

The Tenant says the screen door was damaged at the outset of the tenancy and they declined repair during the tenancy because they anticipated their pet may cause further damage.

The 2019 inspection report does not indicate damage to the front screen door. On a balance of probabilities, I find the Tenant's pets caused the damage to the screen door.

The estimated lifespan of an interior screen door is 5 years. However, I find the damage to the screen door is obviously more than wear and tear. Given the extent of the damage and the likelihood it was caused by the Tenant's pets, I award the Landlord compensation of **\$300.00** for the damage to the screen door.

Mold testing

The Tenant submits various sources of the mold they discovered in their unit. They suggest inadequate venting of the laundry room, inappropriate renovation of the bathroom prior to their tenancy, or water leaks may have contributed to the apparent mold issue.

Regardless of the source of the mold, the Tenant is responsible to clean small patches of mould accumulation. More significant mould remediation should be undertaken by the Landlord. The Landlord is responsible to remediate mould issues that are not caused by the Tenant, including identifying the source when necessary.

The Landlord may request reimbursement from the Tenant, only if they find the Tenant was responsible for the mould. I find the Landlord did not submit evidence or argument to establish that the Tenant was responsible for the mould.

I find the photographs supplied by the Tenant indicate mold on the drywall. Although testing did not find mould spores in the air, I find the presence of mold in the bathroom drywall confirms that it was reasonable to undertake mold testing measures.

Under section 32 of the Act, I find the Landlord is responsible for the cost of testing for mold in reasonable circumstances. Therefore, I decline to award this claim.

Yard damage

I find the evidence indicates damage to the yard that was most likely caused by the Tenant's pets. Therefore, based on the receipts in evidence, I award the Landlord \$30.00 for grass seed and \$25.00 for black earth, totaling **\$55.00**.

Baseboards

The Landlord submitted a receipt for approximately \$125.00 for baseboard trim. I find the Landlord's evidence does not indicate any damage to the trim caused by the Tenant.

I find any damage to the trim is most likely wear and tear. Therefore, I decline to award compensation for this claim.

Summary

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.

Based on the evidence before me, the testimony of the parties, and on a balance of probabilities, I find that the Landlord has established a claim for damage to the rental unit or common areas as shown in the following chart.

Description	Amount claimed	Amount Awarded
Repairs, carpet, painting, replacement doors, shelving	\$5,936.00	\$400.00
Replace carpet bedroom 2	\$966.02	0
Replace doors and closet doors	\$1,979.97	\$150.00
Replace flooring 50%	\$4,286.54	0
Replace kitchen countertops and plumb sink	\$1,652.96	\$500.00
Window screen	\$26.88	\$26.88
Screen door	\$615.76	\$300.00
Mold testing	\$1,221.68	0
Grass seed, dirt, baseboards	\$197.68	\$55.00
TOTAL	\$17,660.49	\$1,431.88

Therefore, I find the Landlord has established a claim under sections 32, 37, and 67 of the Act, in the amount of **\$1,431.88**.

Is the Landlord entitled to retain a portion of the Tenant's security deposit for their claims?

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 the Landlord applied to retain the deposits within 15 days as required under section 38 of the Act.

Section 24 (2) of the Act states that, the right of a landlord to claim against a security deposit for damage to the rental unit is extinguished if they do not inspect the unit with the tenant and complete the condition inspection report and give the tenant a copy of it in accordance with the regulations.

Section 14 of the Regulations says the parties must complete a condition inspection when the rental unit is empty of the tenant's possessions, unless the parties agree on a different time. I find the Tenant's signature on the 2019 inspection confirms their agreement to do that inspection at a different time, after they had already moved in. I find this was a sufficient move in inspection.

Section 36 (2) of the Act states that, unless the tenant has abandoned the rental unit, the right of a landlord to claim against a security deposit for damage to the rental unit is extinguished if, the Landlord does not complete the condition inspection report and give the tenant a copy of it in accordance with the regulations.

Section 35 of the Act says the Landlord may complete the move out inspection in the absence of the Tenant if they have provided at least two opportunities to complete the inspection in the required form.

I find the Landlord satisfied their requirement to provide two opportunities for inspection and complied with the Act in completing the move out inspection. Therefore, I will not double the value of the security and pet deposits held by the Landlord.

Under section 72 of the Act, I authorize the Landlord to retain the Tenant's deposits plus interest totaling **\$1,157.66** as partial satisfaction of their claims under sections 32 and 37 of the Act.

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

As the Landlord was partially 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.

Conclusion

I grant the Landlord a Monetary Order in the amount of **\$374.22** as follows:

Monetary Issue	Granted Amount
Amount awarded to the Landlord under section 67 of the Act	\$1,431.88
Authorization for the Landlord to retain the Tenant's deposits, plus interest under section 72 of the Act	-\$1,157.66
Amount awarded to the Landlord for filing fee under section 72 of the Act	\$100.00
Total Amount	\$374.22

The Landlord is provided with this Order on the above terms and the Tenant must be served with **this Order** as soon as possible. Should the Tenant fail to comply with this Order, it Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

The Tenant's application is dismissed in its entirety 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: July 17, 2025

Residential Tenancy Branch