



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

DECISION

Dispute Codes MNDL-S, LRSD, FFL, MNSDS-DR, FFT

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 67;
- authorization to retain the tenant's security deposit in partial satisfaction of the monetary order requested, pursuant to section 38; and
- authorization to recover the filing fee for its application from the Tenant, pursuant to section 72.

This hearing also dealt with the tenant's cross-application pursuant to the *Act* for:

- authorization to obtain a return of all or a portion of their security deposit pursuant to section 38; and
- authorization to recover the filing fee for its application from the Landlord, pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony and to make submissions. The parties acknowledged receipt of evidence submitted by the other. I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; however, I refer to only the relevant facts and issues in this decision.

Issue(s) to be Decided

Is the landlord entitled to a monetary award for damage arising out of this tenancy?

Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?

Is the landlord entitled to recover the filing fee for this application from the tenant?

Are the Tenants entitled to the return of their security deposit?

Are the Tenants entitled to recover the filing fee for this application from the landlord?

Background and Evidence

Both parties agreed to the following. The tenancy began on December 1, 2023 and ended on May 31, 2025. The tenants were obligated to pay \$2,395.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$1,197.50 security deposit. Both parties also agreed that written move in and move out inspections were conducted with both parties present and participating. JA testified that the Tenants did not leave the unit in a clean condition. JA testified that they also did damage to the walls that was well beyond wear and tear.

JA testified that the Tenants also caused some other damage in the unit including the bar support, floor and laundry bi-fold door. JA testified that the unit was painted before the Tenants moved in but they left large holes in the wall. JA testified that EC agreed to the damages and signed off on them at the move out inspection. JA testified that EC agreed to pay for the work as noted on the move out inspection. JA testified that he thought the matter was closed until the Tenants later contacted him and asked for their deposit back.

The Landlord is applying for the following:

1.	Suite Cleaning	\$315.00
2.	Wall repair and paint	945.00
3.	Miscellaneous Repairs	341.25
4.	Filing Fee	100.00
5.		
6.		
	Total	\$1,701.25

EC testified that she left the suite clean. GL testified that the costs sought by the Landlord are extreme and that EC misunderstood at the move out inspection. EC testified that she agreed with most of what the Landlord alleged but feels the price is not reasonable. The Tenants request the return of their security deposit.

Analysis

Section 67 of the *Act* establishes 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. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party.

Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. In this case, the onus is on the landlord to prove on the balance of probabilities that the tenant caused the damage and that it was beyond reasonable wear and tear that could be expected for a rental unit of this age

Firstly, I address the issue raised by the Tenants about the delay in the Landlords handling of the deposit. JA testified that he and EC had come to an agreement that the Tenants were responsible for some deficiencies and that the Tenants would cover the costs of those deficiencies. When JA advised EC of the costs, EC and GL then changed their position and stated that although they agreed with the deficiencies, they no longer agreed to pay the amounts that the Landlord paid to have the work done. When the parties were unable to resolve it, both filed an application on June 24, 2025. I find the doctrine of estoppel applies under these circumstances.

The legal principal of *estoppel* keeps a party from alleging a fact or acting in a certain way, then attempting to claim something in opposition to that fact or action later in the proceeding to suit their purposes. In other words, a party cannot deny a fact that has already been settled as truth. The truth may have been determined by a judicial decision, legislative act, or by the party's own acts, deeds, or representations.

When JA realized, the Tenants were not going to agree to pay for the costs as agreed upon at the move out inspection, he filed an application. I find that JA acted reasonably and appropriately and that there was no undue delay in filing.

In addition, I find that EC knowingly and willingly agreed to and signed off on the deficiencies and agreed to pay for them. The Landlords have provided documentation to support the costs of the work done.

Based on the testimony of the parties, and the documentation before me, I find that the Landlord is entitled to the recovery of all the costs as claimed. The Landlord is also entitled to the recovery of the filing fee for this application. The Landlord is entitled to a monetary award of \$1,701.25. Applying section 72 of the Act, the Landlord is entitled to retain the \$1,197.50 security deposit and the accrued interest of \$42.29 leaving a balance owing to the Landlord of \$461.46. The Landlord is entitled to a monetary order of \$461.46

The Tenants application is dismissed in its entirety without leave to reapply.

Conclusion

The landlord has established a claim for \$1,701.25. I order that the landlord retain the \$1,197.50 security deposit and interest of \$42.29 in partial satisfaction of the claim and I grant the landlord an order under section 67 for the balance due of \$441.46. This order may be filed in the Small Claims Court and enforced as an order of that Court.

The Tenants 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 *Residential Tenancy Act*.

Dated: September 04, 2025

Residential Tenancy Branch