



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

DECISION

Dispute Codes Tenant: MNSDS-DR, FFT
 Landlord: MNRL, MNDL-S, LRSD, FFL

Introduction

This hearing dealt with the Tenant's Application under the *Residential Tenancy Act* (Act) for:

1. An Order for the return of part or all of the security deposit deposit under section 38 of the Act; and,
2. Recovery of the application filing fee under section 72 of the Act.

This hearing also dealt with the Landlord's cross Application under the Act for:

1. A Monetary Order to recover money for unpaid rent under sections 26, 46, and 67 of the Act;
2. A Monetary Order for the Tenant to pay to repair the damage that they, their pets or their guests caused during their tenancy – holding security deposit under sections 38 and 67 of the Act; and,
3. Recovery of the application filing fee under section 72 of the Act.

Tenant TL attended the hearing for the Tenant.

Landlord TSC attended the hearing for the Landlord.

Service of Notice of Dispute Resolution Proceeding and evidence (Proceeding Package)

The Tenant testified that they served their Proceeding Package to the Landlord by registered mail on July 17, 2025. The Tenant provided the Canada Post tracking number to confirm this service. The Landlord said they did receive an envelope that was

delivered to their door a few days later. I find that the Landlord was deemed served with the Proceeding Package on July 22, 2025 in accordance with sections 89(1)(c) and 90(a) of the Act.

The Landlord testified that they served their Proceeding Package to the Tenant by registered mail on July 25, 2025. The Landlord uploaded a proof of service form #RTB-55 and they provided the Canada Post customer receipt with the tracking number to confirm this service. The Tenant confirmed receipt of the Landlord's Proceeding Package. I find that the Tenant was deemed served with the Proceeding Package on July 30, 2025 in accordance with sections 89(1)(c) and 90(a) of the Act.

Issues to be Decided

Tenant's application:

1. Is the Tenant entitled to an Order for the return of part or all of the security deposit?
2. Is the Tenant entitled to recovery of the application filing fee?

Landlord's cross application:

1. Is the Landlord entitled to a Monetary Order to recover money for unpaid rent?
2. Is the Landlord entitled to a Monetary Order for the Tenant to pay to repair the damage that they, their pets or their guests caused during their tenancy – holding security deposit?
3. Is the Landlord entitled to recovery of the application filing fee?

Background and Evidence

I reviewed all written and oral evidence and submissions presented to me; however, only the evidence and submissions relevant to the issues and findings in this matter are described in this decision.

The parties confirmed that this tenancy began as a fixed term tenancy on November 26, 2023. The fixed term ended on November 25, 2024, then the tenancy continued on a month-to-month basis. Monthly rent was \$2,050.00 payable on the 26th day of each month. A security deposit of \$1,000.00 was collected at the start of the tenancy and is still held by the Landlord.

The parties agreed that:

- The tenancy end date was March 31, 2025;
- The Tenant provided their forwarding address in writing to the Landlord 1) on April 2, 2025 by text message, 2) deemed served on April 28, 2025 by email, and 3) deemed served on June 15, 2025 by registered mail;
- The Landlord did not have an outstanding monetary order against the Tenant;
- The Tenant did not agree in writing that the Landlord could retain some or all of the Tenant's security deposit; and,
- They did not do a move-out condition inspection.

The Landlord said the parties did a move-in condition inspection in early November 2023, but the Landlord does not have a copy of the move-in condition inspection report. The Tenant said the parties did not do anything formal in writing for a move-in condition inspection report. The Landlord did not send a report to the Tenant, and the Tenant confirmed they did not receive a move-in condition inspection report from the Landlord.

The Landlord made an application for dispute resolution claiming against the security deposit on July 17, 2025.

The Tenant seeks the return of double their security deposit plus interest.

The Landlord seeks compensation for the following:

Item	Amount
Water utility bill	\$172.30
Carpet shampooing	\$110.00
Repair and painting	\$1,100.00
Repair wall behind toilet, replace baseboard	\$366.00
Replace new range	\$901.59
Replace toilet seats, sink strainers	\$87.36

Water utility bill:

The Landlord testified that the water bill is delivered every quarter. The Landlord uploaded a copy of the outstanding water bill, and calculated the Tenant's share to be \$172.30.

The Tenant agrees they owe the Landlord this amount for the water bill.

Carpet shampooing:

The Landlord testified that the carpets were not shampooed prior to the Tenant vacating, and they left visible stains on the carpet. The Landlord uploaded pictures of small carpet stains in the bedroom carpets. The Landlord did not produce a move-in or move-out condition inspection report.

The Tenant stated that the Landlord told them not to shampoo the carpets. The Tenant said the carpet was not unreasonably dirty, and they vacuumed it prior to vacating.

Repair and painting:

The Landlord inspected the rental unit in February 2025. The Landlord testified they saw crayon markings on the walls, and lots of dents on the wall and door. The Landlord uploaded picture evidence of some doors and walls with patching and some small chips. The Landlord stated that the previous owner built the rental unit in 2018. The Landlord bought the residential property in 2023, but did not testify that they painted it before the Tenant moved in. The Landlord said it was 'like new condition' when the Tenant moved in.

The Tenant said the rental unit was not in new condition when they moved in. The Tenant denied significant damage to the rental unit walls, and they argue that the Landlord has exaggerated the need for full painting of the rental unit.

The Landlord has not uploaded move-in or move-out condition inspection reports for the rental unit.

Repair wall behind toilet, replace baseboard:

The Landlord said there was mold and water damage in the washroom due to the Tenant not drying the floor after using the shower. The Landlord uploaded pictures showing the alleged damage, but no mold is visible. The Landlord did not provide an expert report documenting the mold.

The Tenant denied water problems in the washroom of the rental unit. The Tenant suggested this was a pre-existing condition.

There are no condition inspection reports that track this alleged damage.

Replace new range:

The Landlord said one of the knobs on range was broken off and that it was pushed down by the Tenant's husband. The Landlord said they tried to fix it, but were unsuccessful, and had to replace the range. The Landlord seeks \$901.59 in compensation to cover the cost to replace the range.

The Tenant submitted that the oven never worked during their tenancy. They said the appliance was old. The Tenant brought their own oven which they used in the rental unit during their tenancy.

The Landlord responded that they did not know that the oven was not working. Rather they knew about the broken knob and that one element was not working. The Landlord did not know how old the range was, it was in the rental unit when they bought the residential property. The tenancy agreement states that a stove and oven is included in the rent.

Replace toilet seat, sink strainers:

The Landlord said bolts were missing or others were loose that held the toilet seat on the toilet. The Landlord said they tried to find just a part to repair it, but they ended up having to purchase a new toilet seat. The Landlord said all the stoppers for the bathroom sink, bathtub, and kitchen sink were missing. The Landlord had to purchase replacements.

The Tenant said the toilet seat was like that during their whole tenancy. The Tenant agrees they owe the Landlord \$21.68 to replace the stoppers for all the sinks.

Analysis

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

Is the Tenant entitled to a Monetary Order for the return of all or a portion of their security deposit?

Section 38 of the Act sets out the obligations of a landlord in relation to a security deposit held at the end of a tenancy.

Section 38(1) requires a landlord to return the security deposit in full or file a claim with the Residential Tenancy Branch (RTB) against it within 15 days of the later of the end of the tenancy or the date the landlord receives the tenant's forwarding address in writing.

It is not necessary to determine whether the Landlord extinguished their rights in relation to the security deposit under sections 24 or 36 of the Act because extinguishment only relates to claims for damage to the rental unit and the Landlord has claimed for unpaid utilities which is not damage.

I accept the testimonies of the parties and based on this, as well as the documentary evidence submitted, I find the following:

- The tenancy ended March 31, 2025.
- The Tenant's forwarding address was provided to the Landlord in writing and the Landlord is deemed to have received this on April 28, 2025.

April 28, 2025 is the relevant date for the purposes of section 38(1) of the Act. The Landlord had 15 days from April 28, 2025 to repay the security deposit in full or file a claim with the RTB against the security deposit. The Landlord filed their claim on July 17, 2025 to retain the security deposit. Therefore, the Landlord is not permitted to claim against the security deposit and must return double the security deposit to the Tenant under section 38(6) of the Act.

The Landlord must return **\$2,036.10** (security deposit doubled = \$2,000.00, plus \$36.10 in interest which is not doubled) to the Tenant. Interest was calculated using the RTB Deposit Interest Calculator.

I will now consider the Landlord's compensation claim for damages to the rental unit.

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

Section 26 of the Act states that a tenant must pay rent to the landlord, regardless of whether the landlord complies with the Act, regulations or tenancy agreement, unless the tenant has a right to deduct all or a portion of rent under the Act.

Under section 46(6) of the Act, it states that if a tenancy agreement requires the tenant to pay utility charges and the utility charges remain unpaid more than 30 days after the tenant is given a written demand for payment of them from the landlord, then outstanding utility charges may be treated as unpaid rent.

The parties' tenancy agreement does not include water in the monthly rent. Therefore, I find the Tenant is responsible to pay for water.

The Landlord provided a copy of the outstanding water bill to the Tenant which shows that the Tenant owes \$172.30 for the water bill. The Tenant said this bill came after they vacated, but they agree they owe this amount, which can be treated as unpaid rent, to the Landlord.

I find the Landlord has substantiated this part of their claim, and I grant the Landlord **\$172.30** under sections 46 and 67 of the Act.

Is the Landlord entitled to a Monetary Order for damage to the rental unit or common areas?

Section 32(3) of the Act states that a tenant must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

Sections 23 and 35 of the Act establishes that, at the beginning and end of the tenancy, a landlord must inspect the condition of the rental unit with the tenant, the landlord must complete a condition inspection report with both the landlord and the tenant signing the condition report.

Section 37(2) of the Act states that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

To be entitled to compensation for damage to the rental unit under section 67 of the Act, the Landlord must prove:

- a party to the tenancy agreement has failed to comply with the Act, Regulation, or tenancy agreement;
- loss or damage has resulted from this non-compliance;
- the party who suffered the damage or loss can prove the amount of or value of the damage or loss; and,
- the party who suffered the damage or loss has acted reasonably to minimize that damage or loss.

Agreed amounts owed to the Landlord:

The Tenant stated they agree that the Landlord is owed compensation for the missing stoppers in the sinks in the rental unit totaling \$21.68. I grant the Landlord **\$21.68** compensation for this part of their claim.

Carpet shampooing:

Residential Tenancy Policy Guideline #1-Landlord & Tenant – Responsibility for Residential Premises (PG#1) clarifies the responsibilities of the landlord and tenant regarding maintenance, cleaning, and repairs of residential property and manufactured home parks, and obligations with respect to services and facilities.

PG#1 states that:

CARPETS

...

3. *The tenant is responsible for periodic cleaning of the carpets to maintain reasonable standards of cleanliness. Generally, at the end of the tenancy the tenant will be held responsible for steam cleaning or shampooing the carpets after a tenancy of one year. Where the tenant has deliberately or carelessly stained the carpet he or she will be held responsible for cleaning the carpet at the end of the tenancy regardless of the length of tenancy.* (emphasis added)

I find the Tenant is responsible to steam clean or shampoo the carpets at the end of the tenancy. The Tenant did not do this, so the Landlord incurred a cost of \$110.00 for this cleaning. I find the Landlord has proven they are entitled to this compensation, and I grant the Landlord **\$110.00** for carpet shampooing.

Repair and painting:

The Landlord stated that the previous owner built the rental unit in 2018, but the Landlord provided no evidence of when the rental unit was painted. The Landlord bought the residential property in 2023, but did not testify that they painted it before the Tenant moved in.

The Landlord said they completed a move-in condition inspection, but they did not upload the move-in condition inspection report. I find the Landlord has not proven that a move-in condition inspection was completed.

Both parties agreed that a move-out condition inspection was not completed.

Residential Tenancy Policy Guideline #40-Useful Life (PG#40) provides an approximate period of time, the useful life, of an item or asset that can reasonably be expected to last before it must be replaced or undergo major maintenance. This policy guideline explains how useful life may affect claims for compensation for damage to property and additional rent increase applications for eligible capital expenditures.

PG#40 states that the useful life of interior paint is 6 years.

I find that the Landlord cannot prove when the rental unit was last painted. If it was in 2018, then the interior paint is 7 years old and beyond its useful life. I find because the Landlord did not complete either a move-in condition inspection or a move-out condition inspection, they cannot prove the alleged damage occurred during the tenancy and was beyond reasonable wear and tear. I decline to award compensation to the Landlord for this part of their claim.

Repair wall behind toilet, replace baseboard:

The Landlord did not complete either a move-in condition inspection report or a move-out condition inspection report that documents this alleged damage, and proving that the Tenant is responsible. I find the Landlord has not substantiated this part of their claim, and I decline to award compensation for it.

Replace new range:

PG#1 provides guidance on major appliances. It states:

MAJOR APPLIANCES

...

3. *The landlord is responsible for repairs to appliances provided under the tenancy agreement unless the damage was caused by the deliberate actions or neglect of the tenant.*

The Landlord neither completed a move-in condition inspection or a move-out condition inspection, nor uploaded proof that the Tenant damaged the range, so I find, they cannot prove that the alleged damage to the range occurred due to the deliberate actions or neglect of the Tenant. I decline to award the compensation amount claimed by the Landlord for a new range in the rental unit.

Replace toilet seat:

As there is no move-in condition inspection report or move-out condition inspection report, I decline to grant the Landlord compensation for replacement of the toilet seat.

Are the parties entitled to recover the application filing fee?

I find as both parties have been equally successful in their claims, each party will bear the cost of their own filing fees.

The Tenant's monetary award is calculated as follows:

Item	Amount
Security deposit doubled \$1,000.00 X 2 =	\$2,000.00
Security deposit interest*	\$36.10
Less:	
Water utility bill	-\$172.30
Sink stoppers	-\$21.68
Carpet shampooing	-\$110.00
Tenant's monetary award:	\$1,732.12

*The amount of interest in 2023 was 1.95%. The amount of interest in 2024 was 2.7%. The amount of interest in 2025 is 0.95%. Interest is calculated on the original security deposit amount, before any deductions are made, and it is not doubled. Interest was calculated using the Residential Tenancies Online Tools: Deposit Interest Calculator.

Conclusion

I grant a Monetary Order to the Tenant in the amount of \$1,732.12. 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 in the Small Claims Division of the Provincial Court of British Columbia and enforced as an Order of that Court.

Both parties must bear the cost of their own application filing fees.

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 23, 2025

Residential Tenancy Branch