DECISION

Introduction

This hearing dealt with the parties' applications for dispute resolution under the *Residential Tenancy Act* (the "Act").

The Tenants applied for:

- $5,938.00 for the return of the security and pet damage deposits under section 38 of the Act; and
- authorization to recover the Tenants' filing fee under section 72 of the Act.

The Landlord applied for:

- compensation of $4,585.96 for damage to the rental unit 67 of the Act;
- authorization to retain the security and pet damage deposits of $3,300.00 under section 38 of the Act; and
- authorization to recover the Landlord's filing fee under section 72 of the Act.

The Tenants and the Landlord attended this hearing. All attendees gave affirmed testimony.

Service of Notice of Dispute Resolution Proceeding and Evidence

The Landlord confirmed receipt of the Tenants' notice of dispute resolution proceeding and evidence. The Tenants confirmed receipt of the Landlord's evidence, including digital evidence sent via a Dropbox link.

Issues to be Decided

Is the Landlord entitled to compensation for damage to the rental unit?

Is the Landlord entitled to retain the security and/or pet damage deposit?

Are the parties entitled to recover their filing fees?

Background and Evidence

I have reviewed all the evidence, including the testimony of the parties, but will refer only to what I find relevant for my decision.

This tenancy commenced on October 1, 2022. The rent was initially $3,300.00 due on the first day of each month. The Tenants paid a security deposit and a pet damage deposit of $1,650.00 each.

The parties participated in a move-in inspection of the rental unit on September 28, 2022 and completed the condition inspection report.

The tenancy ended on March 31, 2025. At the time that the tenancy ended, the monthly rent was $3,415.50.

The parties attended the rental unit on April 2, 2025 for a move-out inspection. The Tenants provided a forwarding address on the condition inspection report, but the postal code was incorrect. The Tenants corrected the postal code in an email to the Landlord dated April 22, 2025. The Tenants received a copy of the condition inspection report from the Landlord on April 25, 2025 via email.

On May 26, 2025, the Tenants sent a notice of their forwarding address in form #RTB-47 to the Landlord by registered mail. This notice was delivered to the Landlord on May 29, 2025.

The Landlord made his application on June 5, 2025. The Landlord seeks compensation for:

Item	Amount
Appliance Repair	$1,874.25
Plumbing	$2,030.70
Kitchen Faucet	$113.80
Cleaning	$399.00
Carpet Cleaning	$168.21
Total	**$4,585.96**

The Landlord's Position

The rental unit was built in 1998. The unit was renovated in the 2010s, at which time the entire kitchen, washer and dryer, and all fixtures in the bathrooms except for the bathtubs were replaced.

The shower heads and tub stockers in both bathrooms were broken. The kitchen and bathroom drains were clogged. The Landlord hired a plumber to clear the clogs and to install new shower trim kits, shower heads, and tub spouts.

The soak dispenser for the kitchen faucet was cracked. The Landlord purchased a new kitchen faucet that was installed by the Landlord's plumber.

The glass stovetop, which was about 12 years old, was chipped and cracked. The stove switch knob was also broken. The Landlord obtained a quote to replace the glass top, knob, and switch.

The stove, oven, hood fan, kitchen sink, inside cabinets were dirty. The washer and dryer were covered in dog hair. The walls were visibly not wiped. The carpets in the bedrooms were in worse condition than anticipated. The Landlord paid for a move-out clean and carpet cleaning.

The move-out inspection took above half an hour. The Landlord had a conversation with Tenant WD about replacing the glass top. Between the inspection and when the Landlord responded to the Tenants on April 25, 2025, the Landlord spent time reviewing the unit and found a lot more damage than originally anticipated. The damage was not easily identifiable during the inspection time frame. The Landlord was proactive with repairs during the tenancy. The Landlord tried to provide an amical solution.

The Landlord considers that he received the Tenants' forwarding address on May 29, 2025. The Landlord communicated with the Tenants throughout the process.

The Landlord did not return the pet damage deposit as the cost to repair one of the appliances exceeded the security deposit. The Tenants say there was no pet damage, but there was rust all over the baseboard heaters, and the carpets were not in good shape. The Landlord agreed for the Tenants to not do carpet cleaning if the parties could come to a resolution, but that did not happen.

The Tenants' Position

The Landlord and WD had agreed for an amount to negotiated and agreed upon regarding the stovetop, which was to be deducted from the security deposit. That was the only damage the Landlord was seeking compensation for. The Tenants do not agree that the Landlord can ask for expenses not noted in the condition inspection report.

The Tenants consider the Landlord to have received their forwarding address on April 2, 2025. Regarding the postal code issue, the Landlord did not take any steps to file an application or to send documents in any event. The Tenants are entitled to double the deposits.

There was no pet-related damage. The Landlord said to not worry about carpet cleaning because he said he was going to renovate. The rust was caused by condensation due to a design issue with the building. The Landlord did not return the pet damage deposit to the Tenants within 15 days, so the Tenants are entitled to double the pet damage deposit at least. The Landlord should have also given the condition inspection report to the Tenants within 15 days. The Landlord did not provide the report until April 25, 2025.

The Landlord did not submit an invoice for replacing the stovetop, only a quote. The Landlord did not clarify if the Tenants were supposed to be responsible for all or only a portion of the replacement cost. According to Residential Tenancy Branch policy, appliances like stoves have a life expectancy of 15 years. This stove was 12 years old. The Tenants did not admit that they dropped a pan to damage the stovetop but agreed that it was a possibility. The Tenants included a deduction in their evidence as an offer for this repair.

The Tenants never poured grease down the drain. If there was grease, the Tenants would put it into a throwaway container. The Tenants often had to clean the drain and pour boiling hot water. The damage was probably due to years of use.

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 Landlord entitled to compensation for damage to the rental unit?

Section 67 of the Act states that if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

The purpose of compensation is to put the person who suffered the damage or loss in the same position as if the damage or loss had not occurred.

To determine whether compensation is due, the arbitrator may assess whether:

- 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.

Damage

In dispute resolutions proceedings, a condition inspection report completed in accordance with Part 3 of the regulations is evidence of the state of repair and condition of the rental unit or residential property on the date of the inspection, unless either the landlord or the tenant has a preponderance of evidence to the contrary (section 21 of the regulations).

Under section 32(3) of the Act, 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. A tenant is not required to make repairs for reasonable wear and tear (section 32(4) of the Act).

In this case, I find the chip and crack on the glass stovetop, as well as the broken knob, to have likely resulted from the actions or neglect of the Tenants during the tenancy. I find such damage to be beyond reasonable wear and tear. I accept the estimated replacement cost is $1,874.25 including tax. I note there is no requirement that a landlord perform the repairs before making a claim, as the claim can be brought on estimates (see *Volpe v. Stojkovich*, 2025 BCSC 1220 at para. 62). However, I find the value of the Landlord's loss with respect to the damaged stovetop and knob should be determined with depreciation factored in, to avoid betterment and overcompensation. As explained in Residential Tenancy Policy Guideline 40, repair or replacement of a damaged item may improve the value or condition of the claimant's property, putting the claimant in a better position than they were in before the damage occurred. Compensation may be adjusted to account for betterment by considering the remaining useful life of the damaged property at the time the damage occurred. According to Policy Guideline 40, ranges and cooktops have an estimated useful life of 15 years. Based on the Landlord's evidence that the appliance was approximately 12 years old at the time that the tenancy ended, I find the Landlord is entitled to compensation of $374.85 for the stovetop and knob, or $1,874.25 × 3/15 years of useful life remaining.

I find the Landlord provided photos showing that the shower heads were broken at the end of the tenancy. I find it was also noted on the condition inspection report that the "shower bar" was "detached". I find the shower heads were likely broken due to improper usage during the tenancy, and I find this to be damage beyond reasonable wear and tear. However, I find there is insufficient evidence that the other fixtures, such as the tub stoppers, were also damaged and needed to be replaced. I find the invoice provided by the Landlord was for the replacement of all shower fixtures, with no breakdown. Under these circumstances, I find the Landlord is entitled to nominal damages for the broken shower heads, which I fix at $100.00.

I find there is insufficient proof that the Tenants had damaged the kitchen soap dispenser. I do not find the Landlord's photo to show clear evidence of damage, or that the faucet and soap dispenser had to be replaced.

Similarly, I find the Landlord has not provided sufficient evidence to prove that the clogged drains were caused by misuse on the part of the Tenants. Considering the age of the unit and a lack of evidence regarding previous maintenance, I find it is probable that the build-up occurred due to many years of usage. Therefore, I find the cost of augering and clearing the drains to be a routine maintenance cost for which the Landlord is responsible under section 32(1) of the Act.

Cleaning

Section 37(2)(a) 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.

Based on the photos provided by the Landlord, I find the hood vent filters were left dirty and greasy at the end of the tenancy. I find that areas such as the kitchen sink, the window tracks, and window trims were also somewhat dirty. I find the bathrooms appeared to be reasonably clean. I find the Landlord has not submitted more photos to show specific areas that required cleaning, such as other appliances or inside cabinets. I find the condition inspection report also did not have any comments regarding cleanliness. While I accept the Landlord paid for a full move-out clean, the standard required of a tenant is that of reasonable cleanliness, which is less than perfectly clean and may not be move-in ready for the next tenant. Therefore, I find the Landlord is entitled to compensation for only a portion of the cleaning cost, which I fix at 50% (or $399.00 × 50% = $199.50).

I find the Tenants were responsible for steam cleaning the carpets in the bedrooms at the end of the tenancy, given that this tenancy had exceeded one year and the Tenants also kept a dog in the rental unit (see Residential Tenancy Policy Guideline 1). Furthermore, I find the carpets were not reasonably clean at the end of the tenancy. I find the Landlord's photos show the carpets had some stains and debris on them. I find there is insufficient evidence that the Landlord had informed the Tenants before the move-out inspection that the carpets would not need to be cleaned, such that the principles of waiver or estoppel could apply to bar the Landlord's claim. I accept the Landlord had told the Tenants to not worry about the carpets on the understanding that the parties would come to a settlement regarding an amount to be deducted from the deposits, which ultimately did not occur. Therefore, I find the Landlord is entitled to compensation of $168.21 for carpet cleaning.

Is the Landlord entitled to retain the security and/or pet damage deposit?

I find the parties participated in move-in and move-out inspections of the rental unit. I find the parties completed the condition inspection report on each occasion. I find the Tenants gave the Landlord a forwarding address in writing within one-year after the tenancy end date. Additionally, I find the Landlord to have provided the Tenants with a copy of the post-tenancy condition inspection report within 15 days after receiving the

Tenants' forwarding address in writing. Therefore, I find neither of the parties had extinguished their rights to the deposits under the Act.

Under section 38(1) of the Act, a landlord must (a) repay a security or pet damage deposit to the tenant with interest or (b) make an application for dispute resolution claiming against the deposit, within 15 days after the later of:

- the tenancy end date, or
- the date the landlord receives the tenant's forwarding address in writing,

unless the landlord has the tenant's written consent to keep the deposit or a previous order from the Residential Tenancy Branch.

The Tenants provided a forwarding address to the Landlord on the condition inspection report on April 2, 2025. However, I do not consider the Landlord to have received the Tenants' forwarding address in writing as of that date, since the postal code was incorrect. I find the Tenants provided a corrected forwarding address in an email to the Landlord dated April 22, 2025. While I do not find the Landlord to have given his email address as an address for service, I find the Landlord replied to the Tenants' email on April 25, 2025. Therefore, pursuant to sections 71(2)(b) and (c) of the Act, I find the Landlord had received or was sufficiently served with the Tenants' forwarding address in writing by April 25, 2025.

I find the Tenants did not agree in writing for the Landlord to deduct any specific amount from the security or pet damage deposits. I accept the parties had wanted to reach an agreement for a deduction, as indicated on the condition inspection report, but they were unable to do so. I find there was no previous monetary order owing by the Tenants to the Landlord.

As such, I find the Landlord had 15 days after April 25, 2025, or until May 10, 2025, to return the security and pet damage deposits to the Tenants with interest, or make an application to claim against the deposits. I find the Landlord did not return the deposits and did not make his application until June 5, 2025. I find the Landlord did not comply with the 15-day limit required under section 38(1) of the Act. I note the Landlord could have made an application while continuing settlement discussions with the Tenants, and could have withdrawn the application if the matter settles before the hearing.

Section 38(6) of the Act states that if a landlord does not comply with section 38(1) of the Act, the landlord may not make a claim against the security deposit or any pet damage deposit, and must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable.

In light of the above, I find the Tenants are entitled to the return of double the security and pet damage deposits plus applicable interest.

Interest is calculated on the original deposit amount, before any deductions are made, and is not doubled. The interest rate on deposits was 0% in 2022, 1.95% in 2023, 2.7% in 2024, and is 0.95% in 2025.

Using the Residential Tenancy Branch Deposit Interest Calculator tool, I find the Tenants are entitled to interest of $163.63 on the deposits from the dates that they were paid to the Landlord (September 11, 2022 / October 3, 2022) to the end date of the tenancy (March 31, 2025).

Are the parties entitled to recover their filing fees?

Both parties have been at least partially successful in their applications. I find the parties are entitled to recover their filing fees from each other under section 72(1) of the Act.

Conclusion

The Landlord is entitled to compensation totaling $942.56. The remainder sought by the Landlord is dismissed without leave to re-apply.

The Tenants are entitled to the return of double the security and pet damage deposits with interest.

Pursuant to sections 38 and 72(1) of the Act, I grant the Tenants a Monetary Order of **$5,921.07** for the difference, calculated as follows:

Item	Amount
Amounts Payable by Landlord to Tenants	
Credit for Security and Pet Damage Deposits ($1,650.00 + $1,650.00)	$3,300.00
Doubled Security and Pet Damage Deposits (Section 38(6) of the Act)	$3,300.00
Interest on Deposits	$163.63
Tenants' Filing Fee	$100.00
Subtotal	**$6,863.63**
Less Amounts Payable by Tenants to Landlord	
Glass Stovetop and Knob	- $374.85
Shower Heads	- $100.00
Cleaning	- $199.50
Carpet Cleaning	- $168.21

Landlord’s Filing Fee	- $100.00
Subtotal	**- $942.56**
Net Payable by Landlord to Tenants	**$5,921.07**

This Order may be served on the Landlord, filed in the Small Claims Division of the Provincial Court of British Columbia, and enforced as an order of that Court.

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 3, 2025

Residential Tenancy Branch