DECISION

Introduction

In this decision, the terms “Landlord”, “Tenant”, and “Rental Unit” are defined terms; definitions for the foregoing terms are provided on the cover page of this decision.

This hearing was convened under the *Residential Tenancy Act* (The ***Act***) in response to cross applications from the parties.

The Landlord filed their application on June 30, 2025. The Landlord seeks:

- 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*.

The Tenant filed their application on July 14, 2025. The Tenant seeks:

- A Monetary Order for compensation from the Landlords for monetary loss or other money owed, pursuant to 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*.

Service of Records

- *Landlord’s application*

The Landlord submitted evidence showing that on June 30, 2025, they served their application to the Tenant, by pre-agreed email, in accordance with section 43 of the *Residential Tenancy Regulation* (the ***Regulation***). The Tenant acknowledged receipt of the Landlord’s application by pre-agreed email.

The Landlord testified that they also served their documentary and digital evidence to the Tenant, by pre-agreed email. The Tenant acknowledged receipt of the Landlord’s documentary and digital evidence.

The Landlord amended their application on five separate occasions. The Tenant acknowledged receipt of two of the Landlord's five amendment forms on August 20, 2025, and on August 28, 2025. The Tenant testified that the last amendment form they received from the Landlord was signed by the Landlord on August 28, 2025.

I can see that the Landlord amended their application two additional times after August 28, 2025, both on August 29, 2025. I find the Landlord failed to prove service of their August 29, 2025, amendment forms to the Tenant. However, in this case, I do not find the Tenant to have been prejudiced by the lack of service, because the Landlord's last two amendments were made to reduce their claims against the Tenant, and not to add new claims or to add additional compensation sought with respect to claims previously made. The Tenant agreed to proceed with the hearing based on my findings.

- *Tenant's application*

The Tenant testified that on July 17, 2025, they served their Proceeding Package (application and evidence), to the Landlord, by pre-agreed email. The Landlord acknowledged receipt of the Tenant's application, documentary evidence and five videos. I find the Tenant served their Proceeding Package to the Landlord on July 17, 2025, in accordance with section 43 of the *Regulation*.

The hearing went ahead as scheduled. Neither party requested an adjournment and I did not find cause to adjourn the matter either.

Background and Evidence

I have reviewed and considered all the oral and documentary evidence before me that met the requirements of the Residential Tenancy Branch's (the **Branch**) *Rules of Procedure*, and to which I was referred. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

The parties agreed that:

- This tenancy began on November 1, 2020.
- The parties completed a start of tenancy inspection and report, together, on November 1, 2020.
- The monthly rent for this tenancy was $2,000.00, due on the last day of the previous month.
- On October 1, 2020, the Tenant paid an $850.00 security deposit and an $850.00 pet deposit to the Landlord.
- On June 28, 2025, the parties attended the Rental Unit to complete an end of tenancy inspection and report for the Rental Unit.
- On June 28, 2025, the Tenant provided the Landlord their forwarding address, in writing.

The parties did not agree on the end date of the tenancy. The Tenant testified that the tenancy ended on June 24, 2025, but the Landlord testified that the tenancy ended on June 27, 2025. The Tenant testified that by June 24, 2025, they had physically moved out of the Rental Unit, along with the bulk of their personal possessions. The Landlord testified that until June 27, 2025, the Tenant still had personal possessions inside the Rental Unit.

The Tenant agreed that the Landlord returned $700.00 of their deposits, but they testified that when they received the Landlord's cheque, it was post-dated for July 12, 2025 (for clarity, the Tenant testified that they received the cheque prior to July 12, 2025, but they could not recall the exact date).

The Landlord agreed that the amount they returned was $700.00, but they did not recall the date the cheque was mailed to the Tenant's forwarding address, by regular mail. The Landlord testified that they believe the cheque was mailed on June 27, 2025.

With respect to the end of tenancy inspection, the Landlord testified that on the date of the inspection the Tenant was aggressive and they began filming the Landlord by pushing their camera to the Landlord's "face". The Landlord testified that they "did what they could" considering the situation and the Tenant and the Landlord parted ways during the inspection.

The Tenant testified that when they attended the end of tenancy inspection, they realized that the Landlord's daughter had already moved their personal possessions inside the Rental Unit. The Tenant testified that they began filming the inspection, but the Landlord attempted to take their phone away from them. The Tenant testified that when the two began arguing the Landlord left the Rental Unit, following which the Tenant filmed the Rental Unit and left the unit with the "cleaning products" they had previously left inside the unit. The Landlord agreed that their daughter had moved their personal possessions inside the Rental Unit prior to the inspection.

In their application, the Landlord is seeking $500.00 for a septic tank repair, $199.46 for an air purifier that the parties agreed was lent to the Tenant during the tenancy, $150.00 for cleaning, $163.93 for a new faucet and their $100.00 filing fee. The Tenant is seeking the return of their two deposits, with interest, doubled, and the "unused portion" of June 2025 rent.

I will outline the parties' evidence with respect to the above claims, under the "Analysis" section of my decision, below.

Analysis

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

When two parties to a dispute provide equally plausible accounts of events or circumstances related to a dispute, the party making the claim has the responsibility to provide evidence over and above their testimony to tip the balance in their favour.

Was the Landlord authorized to retain the Tenant's deposits and to make a claim against them?

The Tenant testified that the Landlord did not provide them an opportunity to complete the end of tenancy inspection. In their application, they stated that:

> I am requesting return of my full damage and pet deposits. The landlord failed to offer two move-out inspection opportunities as required under the RTA, and during the one inspection she attempted to forcibly grab my phone from my hands. She has kept a portion of my pet deposit, improperly applying it to unrelated claims and has not included interest in the return of the remainder. I completed her cleaning checklist in full and all other claims are unsubstantiated.

Section 35(2) of the *Act* states that the landlord must offer the tenant at least two opportunities, as prescribed, for the end of tenancy inspection. Section 17 of the *Regulation* outlines the "prescribed" way the two opportunities are to be provided. A close reading of section 17 of the *Regulation* makes it clear that "two opportunities, as prescribed", is with respect to situations in which a landlord and a tenant cannot agree on a date for the inspection, not the situation which occurred in this tenancy. The Landlord, in this case, did comply with section 35(2) of the *Act* and the parties did agree to an end of tenancy inspection date. During the inspection, as it is often the case with problematic tenancies, a conflict arose and the parties parted ways without finishing the inspection.

I find both parties complied with the inspection provisions of the *Act* at the start and at the end of the tenancy. Both parties completed the start of tenancy inspection and report and at the end of the tenancy both parties attended the end of tenancy condition inspection on the scheduled date.

Section 38 of the *Act* sets out specific timing requirements for dealing with deposits at the end of a tenancy. Pursuant to section 38(1) of the *Act*, the Landlord had 15 days from the later of the end of the tenancy or the date the Landlord received the Tenant's forwarding address in writing to return the Tenant's deposits, file a claim against the deposits, or reach an agreement with the Tenant to keep some or all the deposits. The parties agreed that no agreements were reached. The parties further agreed that the Tenant provided their forwarding address to the Landlord on June 28, 2025. Therefore, the 15-day statutory timeframe began from June 28, 2025, because both parties stated that the end date of the tenancy was prior to June 28, 2025.

The 15th day after June 28, 2025, was July 13, 2025. The Landlord filed their application on June 30, 2025. I can see claims against the security deposit, but I cannot see any pet-related claims in their application. The septic claim, the air purifier claim, and the faucet claim are on their face not related to pet damage. The cleaning claim,

based on the Landlord's testimony at the hearing, also had nothing to do with pet-damage. The Branch's Policy Guideline 31 addresses pet damage deposits and states:

> The landlord may apply to an arbitrator to keep all or a portion of the deposit **but only to pay for damage caused by a pet**. The application must be made within the later of 15 days after the end of the tenancy or 15 days after the tenant has provided a forwarding address in writing. (bold emphasis added)

The above is codified under section 38(7) of the *Act*, which states that:

> If a landlord is entitled to retain an amount under subsection (3) or (4), a pet damage deposit may be used only for damage caused by a pet to the residential property, unless the tenant agrees otherwise.

The parties in this case did not reach any agreements in relation to either deposit. Neither in the Landlord's Monetary Order Worksheet, nor in their application, has the Landlord made any claims for compensation for pet related damage. During the hearing, the Landlord did not provide any testimony in relation to pet related damage. Put simply, the Landlord is not requesting any compensation from the Tenant that is in relation to pet damage.

Therefore, the Landlord was obligated to return the Tenant's pet damage deposit to the Tenant within 15 days of receiving the Tenant's forwarding address in writing. Both parties agreed that a cheque, in the amount of $700.00, was mailed to the Tenant prior to July 12, 2025. The Tenant, in their application, stated that "[the Landlord] has kept a *portion* of my *pet deposit*". Based on this, I find it more likely than not that the Landlord returned $700.00 of the Tenant's $850.00 pet deposit and retained the rest, unlawfully.

Given the above, and pursuant to section 38(6) of the *Act*, the Landlord must pay $1,044.74 to the Tenant, which is double the pet damage deposit paid by the Tenant on October 1, 2020, less $700.00 returned on July 12, 2025, along with accrued interest calculated as follows:

- Interest on $850.00, from October 1, 2020, to July 12, 2025, in the amount of $44.51; and
- Interest on $150.00, from July 12, 2025, to September 9, 2025 (the date of my decision), in the amount of $0.23.

I find the doubling provisions of section 38(6) of the *Act* do not apply in relation to the Tenant's security deposit in this case, because the Landlord filed their claim in relation to the Tenant's security deposit within 15 days of the latter of the end of tenancy and the date in which they received the Tenant's forwarding address in writing.

I will now address the parties' remaining claims.

Has the Landlord established a claim for compensation for septic repair, their air purifier, cleaning, and their faucet?

Section 7 of the *Act* states that if a party does not comply with the *Act*, the *Regulations* or the tenancy agreement, the non-complying party must compensate the other party for damage or loss that results and that the party who claims compensation must minimize the losses.

Section 37 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, and give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

Section 67 of the *Act* allows a monetary order to be awarded for damage or loss when a party does not comply with the *Act*. 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.

Branch's Policy Guideline 16 outlines the criteria to be applied when determining whether compensation for a breach of the *Act* or the tenancy agreement is due. It states that the applicant must prove that (1) the respondent failed to comply with the *Act*, the *Residential Tenancy Regulation*, or the tenancy agreement; (2) the applicant suffered a loss resulting from the respondent's noncompliance; (3) the applicant proves the amount of the loss; and (4) that they reasonably minimized the losses suffered.

The Landlord testified that in 2023 the Rental Unit was rented to the Tenant and the upper portion of the property in which the Rental Unit is in was rented to a third-party. The Landlord testified that one of the two tenants caused the property's septic tank to fail, because one of the two tenants flushed "wet wipes" and "tampons" into the tank, causing the septic tank's "motor" to fail. The Landlord testified that they do not know which side was responsible for the tank's failure, and the reason they know about the cause of the failure is because at the time, they verbally discussed the issue with the septic tank repair technician. The Landlord testified that the technician also put the cause of the failure in writing, in an email, but they did not submit a copy of this record as evidence for this hearing.

The Tenant testified that in 2023 the Landlord rented the upper portion of the property to young third-party tenants that did not respect the Landlord's property. The Tenant testified that the Landlord was away from Canada, and it was the Tenant that notified the Landlord of a "sewer smell". The Tenant testified that it was their belief that the upper unit tenants were causing issues with the tank, because problems began with their arrival and they (the Tenant) did not use either tampons or wet wipes at that time.

Based on the above evidence, I find the Landlord failed to meet their onus to prove that the Tenant contravened the *Act* by damaging the property's septic tank. The Landlord's own evidence was that they do not know which unit was responsible and the Tenant testified that the upper unit was responsible, not them. For that reason alone, the claim

is dismissed, without leave to reapply. On balance, based on the evidence provided, I cannot find the Tenant to be at fault.

The parties agreed that the Landlord lent the Tenant a portable air purifier during the tenancy. The Landlord testified that the Tenant never returned their air purifier, which cost them over $200.00 to purchase. The Landlord submitted an invoice for an equivalent air purifier that they purchased on sale, for $199.46. The Tenant did not oppose the Landlord's evidence that the submitted invoice is for an equivalent air purifier.

The Tenant testified that when they were finished with the air purifier, they placed the air purifier in the property's garage, but they believe the Landlord's contractor "helped" themselves to the air purifier. The Tenant testified that they informed the Landlord, verbally, that they placed the item in the garage. The Landlord opposed the Tenant's testimony.

I find the portable air purifier in this case was a "service or facility" as defined by section one of the *Act*, because it was an "appliance" to be used in the Rental Unit for mould and/or smoke mitigation, as testified to by the parties. The parties agreed that the item was lent to the Tenant and that the expectation was for the item to be returned. The Tenant either took the item or negligently caused it to be stolen. The Tenant blamed the Rental Unit's garage locks, but the oral evidence was opposed by the Landlord. Therefore, the Tenant failed to establish a defect with the Rental Unit's/property's garage lock(s). As stated above, when two parties provide equally plausible accounts of events, the party making the claim has the onus to provide evidence above and beyond their oral testimony to tip the balance in their favour. I find the Landlord established that they suffered a loss and they value of their loss. I accept the Landlord's evidence regarding the value of the lost appliance.

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. I find the Tenant contravened section 37 of the *Act* by causing damage to an appliance. Pursuant to section 67 of the *Act*, I award the Landlord $199.46 for the lost air purifier.

The Landlord submitted a cleaning invoice in the amount of $150.00 for "fridge and oven – behind, under, + sides of tops of cupboards". The Tenant testified that the Landlord provided them a cleaning list before the tenancy ended and the cleaning list did not indicate that they had to pull out any appliances. In addition, the Tenant testified, the appliance did not have rollers, and it is their understanding that appliance without rollers do not need to be pulled out. Finally, the Tenant testified, that the Landlord cleaned the Rental Unit prior to the end of tenancy inspection date and, in the result, they were unable to clean the Rental Unit further, to the Landlord's satisfaction.

I will address the Tenant's third defense, first. Section 37 of the *Act* states that "When a tenant *vacates* a rental unit, the tenant must leave the rental unit reasonably clean […]".

The Tenant stated that this tenancy ended on June 24, 2025. Whether June 24, 2025, is the tenancy end date or the date the Tenant "vacate[d]" the unit as outlined under section 37 of the *Act*, the Tenant was obliged to leave the Rental Unit "reasonably clean".

The Branch's Policy Guideline one provides the following guidance with regard to appliance rollers:

> If the refrigerator and stove are on rollers, the tenant is responsible for pulling them out and cleaning behind and underneath at the end of the tenancy. If the refrigerator and stove aren't on rollers, the tenant is only responsible for pulling them out and cleaning behind and underneath if the landlord tells them how to move the appliances without injuring themselves or damaging the floor. If the appliance is not on rollers and is difficult to move, the landlord is responsible for moving and cleaning behind and underneath it.

The Tenant's testimony that the Landlord never asked them to pull out the appliances, and their testimony that the appliances did not have rollers, went unopposed. Therefore, I accept the Tenant's unopposed and affirmed testimony. After the hearing I reviewed both parties' records to find the "cleaning checklist" referenced by both parties. The Tenant testified that they submitted a copy, but they did not cite the record's file name or explain under which claim or application the record was submitted. I spent significant time trying to locate a copy of the checklist, but I did not locate a copy of the record. Therefore, I must rely on the Tenant's unopposed testimony on this issue, and I find the Rental Unit's appliances are not on rollers and the Landlord did not tell the Tenant "how to move the appliances without injuring themselves or damaging the floor" or at all. The Landlord is responsible for the surfaces exposed after appliances were "pulled out".

However, during the hearing, the Landlord referenced pictures of the Rental Unit's windowsills and cupboards, both of which are dirty. The Tenant did not dispute the validity of the pictures. I find, with respect to the latter two items, the Landlord proved the Tenant contravened section 37 of the *Act*. I award the Landlord, pursuant to section 67 of the *Act*, $75.00 in nominal damages, equal to 50% of their submitted invoice.

The Landlord's fourth claim is with respect to the Rental Unit's faucet. The parties agreed that during this tenancy the Tenant removed the Rental Unit's kitchen faucet and installed their own, but after the Landlord refused to compensate the Tenant for the replacement, the Tenant removed the faucet and replaced it with the previous faucet (which was in place at the start of the tenancy).

The Landlord testified that the faucet was leaking, it was broken, it was not caulked and not installed correctly. The Tenant testified that the faucet was installed correctly, and it was not leaking when the tenancy ended.

The Tenant testified that the Landlord amended their application in mid-August 2025, which is when they purportedly discovered this damage. The Landlord agreed that they discovered this issue in August 2025 and that the repair was made on August 18, 2025, over 1.5 months after this tenancy ended. The Tenant testified that the damage, if it

existed, occurred while the Rental Unit was in the Landlord's possession. Finally, the Tenant testified that the Landlord failed to mitigate the loss, even if the faucet was leaking, because they replaced the faucet instead of "tightening it".

In the end of tenancy condition inspection report, which the Landlord signed, I cannot see any statements regarding a broken or leaky kitchen faucet. The kitchen area is marked as "good" and in the end of tenancy section the Landlord included a statement regarding a "lost air purifier" and regarding "cleaning". For the reason below, this claim is dismissed, without leave to reapply.

The Landlord indicated, in the end of tenancy inspection report that the kitchen was "good". The inspection report does not reference the faucet in any way. In a video submitted to the Branch in September 2025, by the Landlord, with respect to the faucet claim, I can clearly see that the kitchen sink was in use by the Landlord and/or their guests. This is evidenced by the dishes placed in the sink. I cannot, based on the foregoing evidence, considering the Tenant's testimony that when this tenancy ended, the faucet was in working order, find the Tenant in contravention of the *Act*. I agree with the Tenant that any issues with the faucet may have arisen after this tenancy ended.

Finally, the Landlord is seeking their filing fee. As the Landlord was partially successful with their application, I find that they are entitled to recover the $100.00 filing fee they paid for their application from the Tenant. Pursuant to section 72 of the *Act*, I award the Landlord their $100.00 filing fee.

Has the Tenant established a claim for a partial rent refund?

Section 26 of the *Act* states a tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this *Act*, the regulations or the tenancy agreement, unless the tenant has a right under this *Act* to deduct all or a portion of the rent.

In their application, the Tenant provided the following explanation for their $400.00 claim: "I moved out on June 24th and [the Landlord] has not refunded the portion of unused rent, calculated as $2000 - (($2,000/30) x 24) = $1600."

There is no such a thing as "unused rent". June 2025, rent was due on the last day of the previous month, as agreed to by the parties at the hearing (on May 31, 2025). There is no dispute that the Tenant paid their rent on the day it was due. The Tenant did not cite any legal authority for this claim, nor can I identify a breach of the *Act*, the *Regulation*, or the parties' tenancy agreement by the Landlord. This claim is dismissed, without any leave to reapply.

I have already addressed the Tenant's double deposit refund claim. Under the "Conclusion and Set Off" section, below, I will provide an accounting of the awards to the parties and issue any orders necessary.

Conclusion and Set Off

Both parties' applications are partially granted. I grant the Landlord the following:

- Septic tank and faucet: $0.00.
- $75.00 nominal award for cleaning, per ss. 37 and 67 of the *Act*.
- $199.47 for a missing appliance (air purifier), per s. 67 of the *Act*.
- $100.00 filing fee, per s. 72 of the *Act*.

I authorize the Landlord, pursuant to section 72 of the *Act*, to retain $374.47 from the Tenant's $850.00 security deposit and to return the balance forthwith, along with $45.87 in accrued interest, calculated on $850.00 from October 1, 2020, the date of payment to the Landlord, to September 9, 2025, the date of this decision.

Pursuant to section 38(6) of the *Act*, I award the Tenant $1,044.74, which is double the pet damage deposit paid by the Tenant on October 1, 2020, less $700.00 returned on July 12, 2025, along with accrued interest calculated as follows:

- Interest on $850.00, from October 1, 2020, to July 12, 2025, in the amount of $44.51; and
- Interest on $150.00, from July 12, 2025, to September 9, 2025 (the date of my decision), in the amount of $0.23.

After setting off all the above awards (850+45.87-374.47+1,044.74), I grant a Monetary Order in the Tenant's favour, in the amount of **$1,566.14**. The Tenant is provided with the attached Monetary Order in the above terms, and the Landlord must be served with the Order as soon as possible. Should the Landlord fail to comply with the Order, the Order may be filed and enforced in the Provincial Court of British Columbia (Small Claims 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 *Residential Tenancy Act*.

Dated: September 9, 2025

Residential Tenancy Branch