



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Introduction**

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for damages to the unit - Section 67;
2. A Monetary Order for compensation - Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

The Parties were each given full opportunity under oath to be heard, to present evidence and to make submissions. The Parties confirm receipt of the other’s evidence.

### **Issue(s) to be Decided**

Is the Landlord entitled to the monetary amounts claimed?

Is the Landlord entitled to retain the security deposit?

Is the Landlord entitled to recovery of the filing fee?

### **Background and Evidence**

The following are agreed or undisputed facts: The tenancy under written agreement started on March 1, 2021 and ended on July 31, 2022. Rent of \$1,750.00 was payable on the first day of each month. On February 11, 2021 the Landlord collected \$875.00 as a security deposit and \$875.00 as a pet deposit. The Parties mutually conducted a move-in and move-out inspection with completed condition reports copied to the Tenants. The Tenants provided their forwarding address on the move-out report.

The Landlord states that the Tenants left some cleaning unfinished, such as on the sides of the appliances. The Landlord states that the misses are on the report and on photos that have been provided for this hearing. The Landlord claims \$84.00 as cleaning costs and provides the invoice dated August 3, 2022. The Tenant states that during and before the end of the move-out inspection the Tenant cleaned under the appliances. The Tenant states that they do not agree to any other misses other than the wax stains on the walls and the Tenant offers \$25.00 for this cleaning miss. The Landlord does not accept the offer as the Tenants also left the cupboards unclean. The Tenant states that there was only some minor residue on the cupboards.

The Landlord states that the Tenants left a toonie size hole in a hallway carpet and claims \$2,278.24 as the costs to replace the carpet. The Landlord states that the carpet is 15 years old and has not yet been replaced. The amount claimed is based on an estimate. The Landlord confirms that the next tenancy started on September 1, 2022 on a monthly rental rate of \$1,850.00 with no discount for the damaged carpet.

The Landlord states that the Tenants left a stain on a bathroom sink and claims the estimated replacement cost of \$95.18. The Landlord confirms that no costs have been incurred to replace the sink.

### Analysis

Section 37 of the Act provides 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. In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that that costs for or loss from the damage have been incurred or established. As the Landlord provided no evidence of any costs or losses incurred in relation to the carpet and sink, I find that the Landlord has not substantiated the monetary amounts claimed for the carpet and sink and I dismiss these claims.

The Landlord's photos only support a few minor misses that does not support the costs claimed. As I consider the Tenant's offer of **\$25.00** for these misses to be reasonable as a nominal amount, I find that the Landlord has substantiated this entitlement amount.

As the Landlord's claims have met with very minimal success, I find that the Landlord is only entitled to recovery of **\$25.00** for the filing fee. Deducting the total entitlement of **\$50.00** from the combined security and pet deposits plus interest of **\$1,761.33** leaves **\$1,711.33** to be returned to the Tenants forthwith.

### Conclusion

I Order the Landlord to retain \$50.00 from the security and pet deposit plus interest of \$1,761.33 in full satisfaction of the claim.

I grant the Tenants an order under Section 67 of the Act for **\$1,711.33**. If necessary, this order may be filed in the Small Claims Court 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: May 1, 2023

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Residential Tenancy Branch