

DECISION

Introduction

This hearing was convened as a result of the parties' applications for dispute resolution under the *Residential Tenancy Act* (the "Act").

The Landlord applied for:

- compensation of \$50.00 for unpaid utilities under section 67 of the Act;
- compensation of \$538.13 for damage to the rental unit under sections 32 and 67 of the Act;
- compensation of \$4,050.00 for damage or loss under the Act, the regulations, or the tenancy agreement under section 67 of the Act;
- authorization to retain the security deposit of \$550.00 under section 38 of the Act; and
- authorization to recover the Landlord's filing fee from the Tenant under section 72 of the Act.

The Tenant applied for:

- compensation of \$1,214.40 for the return of the double the security deposit with interest under section 38.1 of the Act; and
- authorization to recover the Tenant's filing fee from the Landlord under section 72 of the Act.

Service of Notice of Dispute Resolution Proceeding and Evidence

The Tenant confirmed receipt of the Landlord's notice of dispute resolution proceeding and initial evidence via email. The Tenant explained that she received more evidence from the Landlord, including the day before the hearing, which the Tenant did not have time to review.

The Landlord confirmed receipt of the Tenant's notice of direct request proceeding, evidence, and evidence in response to the Landlord's application.

The Landlord clarified that her additional evidence was for responding to the Tenant's evidence and updating invoices and calculations.

I find the Landlord's additional evidence was not served on the Tenant by the deadline required under Rule 3.14 of the Rules of Procedure, but may be admitted under Rule 3.17 of the Rules of Procedure. As discussed during the hearing, the Tenant would be given more time to review the Landlord's additional evidence, and may put in a written statement in response by February 5, 2025. The Tenant has done so, and has provided proof of service of her statement on the Landlord. Based on the foregoing, I find the parties to be sufficiently served with each other's additional evidence. In making this decision, I have considered all of the evidence submitted by the parties.

Issues to be Decided

Is the Landlord entitled to compensation for unpaid utilities, damage to the rental unit, and damage or loss under the Act, the regulations, or tenancy agreement?

Is the Landlord entitled to retain the security 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.

The rental unit is a bedroom in a 4-bedroom apartment. The Tenant shared the apartment with other tenants who were on separate tenancy agreements.

This tenancy commenced on January 3, 2024. The rent was \$1,100.00 due on the first day of the month. The Tenant paid a security deposit of \$550.00.

According to the Landlord, the parties completed a move-in inspection, and the condition inspection report is part of the tenancy agreement addendum. The Tenant submits that the addendum included a content list, not a condition inspection report.

The Tenant moved out of the rental unit on December 2, 2024, and provided the Landlord with a forwarding address on the same date.

The Landlord made her application on December 18, 2024. The Landlord seeks compensation for:

Item	Amount
Hydro (October 22, 2024 to December 2, 2024)	\$34.13
Shower Door Repair	\$315.00
Smoke Detector	\$115.50

Front Door Painting	\$55.50
Moving Cart	\$61.04
Cleaning	\$63.00
Lost Rent from September 2024 to November 2024	\$4,050.00
Total	\$4,693.80

The Landlord's Evidence

The shower door was damaged when the Tenant was in the bathroom. The screw fell. The Landlord found out when she went to collect the rent. The Tenant said the door screw came down by itself and that it was wear and tear. The Landlord did not agree. The shower door was purchased in September 2022 and was noted to be in good condition on July 31, 2024 during another tenant's move-out inspection. The Landlord paid for labour and parts to repair the shower door.

The fire alarm triggered when the Tenant was cooking. After that, one of the smoke detectors closest to the kitchen would not stop beeping and had to be replaced.

The front door was scratched and needed painting. The Landlord divided the cost between four tenants.

The Landlord's foldable moving cart was used by the Tenant without permission on November 30, 2024. It became difficult to fold afterwards.

The Tenant never cleaned the window covering and light fixture in her room, which were dusty. The light fixtures and window coverings in the shared areas were oily and dusty. The Tenant should be responsible for one third of the cleaning fee.

The Landlord did many showings of two vacant bedrooms. However, the Tenant and another tenant did not keep the shared areas clean. The Landlord reduced the rent but was still unable to find tenants for the other rooms. The Landlord seeks compensation for rent loss over 3 months.

The Tenant's Evidence

The Tenant agrees with the Landlord's claim for hydro.

The bathroom was shared with other tenants. The Tenant was in the bathroom and did not pull on the shower door when the screw fell by itself. The Landlord has not provided proof to show that the Tenant removed screws, damaged the glass door, otherwise caused the issue. The shower door had been used by multiple tenants over 2 years. The screw coming loose is a result of normal wear and tear.

Replacing the smoke detector is part of routine maintenance, not tenant damage. The chirping sound was due to either a battery issue or the smoke detector reaching its end of life. The Tenant had reported the issue to the Landlord in person.

There is no evidence of the front door's condition at move-in and no proof linking the scratches to the Tenant. The Tenant did not have her own furniture to move in or out of the unit. The scratches are minor and are typical wear and tear.

The Tenant completed deep move-out cleaning. The Landlord's personal standard of cleanliness is subjective and unreasonable. The Tenant is not responsible for dust that accumulated after the Tenant moved out.

The Landlord acknowledged that the rental market was going down. The Landlord did not provide proof of complaints or declined offers from tenant candidates due to cleanliness. The Landlord rejected potential tenants because she preferred to rent the entire apartment, not individual rooms.

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 unpaid utilities, damage to the rental unit, and damage or loss under the Act, the regulations, or tenancy agreement?

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. It is up to the party who is claiming compensation to provide evidence to establish that compensation is due.

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.

Hydro

I find the parties agree that the Tenant owes \$34.13 for her share of the hydro from

October 22, 2024 to the end of the tenancy. I find the Landlord is entitled to recover this amount from the Tenant.

Shower Door, Smoke Detector, Front Door Painting, and Moving Cart

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.

Section 32(4) of the Act states that a tenant is not required to make repairs for reasonable wear and tear. Reasonable wear and tear refers to natural deterioration that occurs due to aging and other natural forces, where the tenant has used the premises in a reasonable fashion.

A landlord is responsible for maintenance and repairs to ensure that the property complies with health, safety, and housing standards required by law, and having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant (section 32(1) of the Act).

In this case, I do not find the Landlord to have proven that the Tenant damaged the shower door, smoke detector, front door paint, or moving cart beyond reasonable wear and tear.

I do not find the evidence to show that the Tenant misused the shower door in the shared bathroom or damaged it through excessive force. I find it is not unreasonable for the shower door screw to have come loose and require replacement after 2 years of use by multiple tenants. I find the Landlord to be responsible for this repair under section 32(1) of the Act.

I find the smoke detector was likely at the end of its useful life and needed to be replaced for that reason. I do not find the Landlord to have explained how triggering the smoke detector while cooking would cause damage. I do not find the Tenant to have tampered with the smoke detector. I find replacing the smoke detector to be part of routine maintenance for which the Landlord is responsible under section 32(1) of the Act.

I find there is insufficient evidence to prove that it was the Tenant who scratched the front door or made the moving cart difficult to fold. I find these items were also used by other tenants. I find the Tenant did not move furniture in or out of the property. I find the Landlord also did not provide evidence such as when the door was last painted or the

condition of the moving cart at the start of the tenancy, to prove that there was damage beyond reasonable wear and tear, rather than natural deterioration over time.

For these reasons, I find the Landlord is not entitled to recover the repair costs claimed.

Cleaning

Section 32(2) of the Act states that a tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.

When a tenant vacates a rental unit, the tenant must leave the rental unit “reasonably clean” (section 37(2)(a) of the Act). The tenant is not responsible for cleaning to bring the premises to a higher standard than that set out in the Act (see Residential Tenancy Policy Guideline 1).

I further note that the standard of reasonable cleanliness required under the Act is less than perfectly or thoroughly clean. Additionally, it may not be the standard required by a landlord to consider the unit move-in ready for the next tenant.

Based on the evidence presented, I do not find the Tenant to have failed to leave the rental unit reasonably clean. I do not find the Tenant to have failed to maintain reasonable health, cleanliness, and sanitary standards in the common areas. I find the Landlord’s photos show that the light fixtures and window covers were not particularly dusty or dirty. While I accept that the Landlord may have wanted to have them wiped for the next tenant, I do not find the Tenant to be responsible for this cost. I find the Landlord is not entitled to compensation for cleaning.

Lost Rent

I find there is insufficient evidence to prove that the Tenant was responsible for the Landlord being unable to rent out the other two bedrooms. I find the Landlord did not provide evidence of any complaints regarding cleanliness. I find that there were likely other factors at play, such as the state of the rental market and the Landlord’s preference to rent out the entire apartment. I conclude that the Landlord is not entitled to compensation from the Tenant for lost rental income.

Is the Landlord entitled to retain the security deposit?

Landlords and tenants can extinguish their rights in relation to a security or pet damage deposit if they do not comply with the Act and the regulations.

Under section 24(2)(c) of the Act, the right of a landlord to claim against a security deposit for damage to residential property is extinguished if the landlord does not complete a condition inspection report at the start of the tenancy and give the tenant a copy of it in accordance with the regulations.

Section 20(1) of the regulations sets out the information that must be included in a condition inspection report, such as:

- a statement of the state of repair and general condition of each room in the rental unit, as well as of any floor or window coverings, appliances, furniture, fixtures, electrical outlets and electronic connections provided for the exclusive use of the tenant
- appropriate space for the tenant to indicate agreement or disagreement with the landlord's assessment of any item of the condition of the rental unit and contents
- a statement to be completed by the tenant, whether the tenant agrees or disagrees that the report fairly represents the condition of the rental unit
- a space for the signature of both the landlord and tenant

I find the addendum signed by the Tenant does not contain the information required under section 20(1) of the regulations for it to be considered a condition inspection report. As such, I find the Landlord did not complete a condition inspection report with the Tenant at the start of the tenancy. I find the Landlord's right to claim against the security deposit for damage to residential property was extinguished under section 24(2)(c) of the Act.

Extinguishment for a landlord means that the landlord may only apply to claim against or seek the tenant's consent to retain the security deposit for a claim other than damage to residential property.

I find the Tenant's right to the return of the security deposit was not extinguished. I find the Tenant gave the Landlord a forwarding address within the time limit required under section 39 of the Act. I accept the Tenant's evidence that she did not sign the condition inspection report presented by the Landlord upon move-out, because she did not want to sign the report for both move-in and move-out on the same day. I find the parties inspected the rental property together on December 2, 2024. Therefore, I do not find the Tenant was required to return for a re-inspection upon later receiving the Landlord's #RTB-22 form. I note that even if I were to find the Tenant had failed to show up for a move-out inspection, Residential Tenancy Policy Guideline 17 explains that where both parties' rights have been extinguished, the party who breached their obligation first (in this case the Landlord) will bear the loss.

Under section 38(1) of the Act, a landlord must (a) repay a security 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.

I find this tenancy ended on December 2, 2024, and the Landlord was sufficiently served with the Tenant's forwarding address in writing on the same date. I find the Tenant did not agree in writing for the Landlord to retain the deposit. I find there is no prior outstanding monetary order against the Tenant.

I find the Landlord's application includes a claim against the security deposit that is not for damage to residential property (e.g. unpaid utilities). However, I find the Landlord did not make her application until Wednesday, December 18, 2024. I find the Landlord did not comply with the 15-day deadline required under section 38(1) of the Act.

Section 38(6)(b) of the Act states that if a landlord does not comply with section 38(1) of the Act, the landlord must pay the tenant double the amount of the security deposit.

Based on the foregoing, I find the Tenant is entitled to the return of double the security deposit plus applicable interest, all of which is to be set off against the amounts awarded to the Landlord in this decision.

Interest is calculated on the original security deposit amount, before any deductions are made, and is not doubled. The interest rate on deposits was 2.7% in 2024 and is 0.95% in 2025. Using the Residential Tenancy Branch Deposit Interest Calculator online tool, I find the Tenant is entitled to interest of \$15.68 on the security deposit from the date that the deposit was paid to the Landlord (January 3, 2024) to the date of this decision (March 3, 2025), calculated as follows:

2024 \$550.00: \$14.77 interest owing (2.7% rate for 100.00% of year)
2025 \$550.00: \$0.91 interest owing (0.95% rate for 16.99% of year)

Are the parties entitled to recover their filing fees?

I find there was merit to both parties' applications and that it was necessary for the applications to be made. As such, I find the parties are entitled to the recovery of their filing fees from each other under section 72(1) of the Act.

Conclusion

The Landlord's claims for compensation and recovery of the filing fee are partially granted in the amount of **\$134.13**. The remaining amounts sought by the Landlord are dismissed without leave to re-apply.

The Tenant is entitled to the return of the double the security deposit with interest and to recover the filing fee. Pursuant to sections 38, 62(3), and 72(1) of the Act, I grant the Tenant a Monetary Order of **\$1,081.55**, calculated as follows:

Item	Amount
Amount Payable by Landlord to Tenant	
Double the Security Deposit ($\$550.00 \times 2$)	\$1,100.00
Interest on Security Deposit	\$15.68
Tenant's Filing Fee	\$100.00
Subtotal	\$1,215.68
Less Amounts Payable by Tenant to Landlord	
Hydro (October 22, 2024 to December 2, 2024)	- \$34.13
Landlord's Filing Fee	- \$100.00
Subtotal	- \$134.13
Net Payable by Landlord to Tenant	\$1,081.55

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: March 3, 2025

Residential Tenancy Branch