



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

DECISION

Introduction

This hearing dealt with the Landlord's January 14, 2025, Application for Dispute Resolution under the Residential Tenancy Act (the "Act") for:

- compensation for damage in the rental unit
- authorization to retain all/part of the security deposit for compensation
- recovery of the Application filing fee.

The Tenant's January 21, 2025, Application, crossed to the Landlord's Application already in place by that date, concerned the return of the security deposit, and the recovery of their Application filing fee.

The Tenants (hereinafter, the "Tenant") and the Landlords (hereinafter, the "Landlord") attended the scheduled hearing.

Service of hearing documents and evidence

I find the parties each served their individual hearing documents – importantly, the Notice of Dispute Resolution Proceedings – the other as required.

I find the parties served their submitted evidence to each other as required.

Because both parties both parties verified that they received evidence from the other, all the evidence they submitted to the Residential Tenancy Branch is on record and I consider any part of it where necessary and relevant.

Issues to be Decided

- a. Is the Landlord entitled to compensation for damage in the rental unit?
- b. Is the Landlord authorized to retain part/all of the security deposit for compensation?
- c. Is the Tenant entitled to the return of the security deposit?
- d. Is the Landlord eligible for recovery of the Application filing fee?
- e. Is the Tenant eligible for recovery of the Application filing fee?

Background and Evidence

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

a. *Is the Landlord entitled to compensation for damage in the rental unit?*

The Landlord provided a copy of the tenancy agreement they had in place. The tenancy started on March 30, 2022, set for a fixed term ending on March 31, 2023; however, the tenancy continued on a month-to-month arrangement past that time. The rent amount was \$2,350 that increased to \$2,480 over the course of the tenancy.

The agreement, being of standard format, refers to the *Act* throughout. The copy in the evidence shows the Tenant initialed each page of the agreement. There are additional provisions in the two-page amendment that form part of the agreement:

- No furniture or electronics are to be attached to the property's walls without written permission of the Landlord's Agent. If this permission is given, the walls must be returned to the pre-lease condition, at the expense of the Tenant(s), prior to vacating the premises. This clause applies to the painting of any walls.
- The tenant(s) shall promptly report to the landlord or agent any damage, or unsafe condition, or fault or deficiency in services, including leaking waters.
- Tenant(s) agrees to be responsible for costs related to repairs issues deemed to be caused by the Tenant(s). Tenant(s) is also responsible for replacement of keys and fobs damaged/misplaced by the Tenant(s).
- Tenant(s) is responsible for supplying and changing any light bulbs that burn out. Tenant(s) is responsible for changing and replacing air filters if applicable.

- Move-Out Cleaning: Tenant(s) will have the suite professionally cleaned prior to vacating the premises, with cleaning fee receipt provided to the Landlord's Agent. If there are carpets, they will be steam-cleaned.

The Tenant paid a security deposit amount of \$1,175 on March 29, 2022. As of the date of this hearing, the Landlord retained the full amount of the security deposit. The Tenant's Application concerns the return of the deposit to them.

In their written submission, with reference to the condition of the rental unit, the Landlord presented that they had a property management company in place that handled the tasks of move-in and move-out inspections, and provided photos to show the rental unit condition at those times, to the Landlord on January 3, 2025 after the tenancy ended.

This property management company handled periodic inspections in the rental unit, which the Tenant acknowledged in the hearing. This was prompted by one incident taking place during the tenancy, discussed below.

The Landlord provided a copy of the completed inspection form in their evidence – associated with the Tenant's move into the rental unit, this document is dated March 30, 2022. In the hearing the Landlord drew my attention to the indication on the document that the countertops were in good condition. This report was supplemented with photos the property management company provided to the Landlord, sent as evidence for this hearing by the Landlord.

The tenancy ended on December 31, 2024. The Tenant met with the Landlord's agent on that date to complete an end-of-tenancy inspection. The Tenant provided their forwarding address to the Landlord at that final inspection meeting.

The Landlord made a claim for compensation, all focusing on the state of the rental unit at the tenancy end, as follows:

	Description	compensation
1.	cleaning	\$376.11
2.	painting	*\$1,599.17
3.	water damage repairs	\$2,772.00

4.	fob key replacement	\$75.00
5.	mailbox key replacement	\$134.50
6.	handyman services	\$259.00
7.	sink	*\$380.80
8.	dishwasher replacement	\$1,457.12
		\$7,053.70

*The Landlord in their written response referred to percentage amounts for painting and sink replacement. The table above reflects the amounts specified by the Landlord in their written submission.

In general and throughout their written response, the Tenant pointed to communication gaps between the property manager and the Landlord. This includes truncated message the Tenant had sent to the property manager, not forwarded to the Landlord, as well as a lack of fulsome work order details surrounding incidents. On one other issue – a microwave replacement – the Tenant cited the property managers apparent inattention to the matter, and a protracted timeframe in which the issue was not rectified.

1. cleaning - \$376.11

The Landlord presents that the Tenant failed to return the rental unit to the same condition as when they moved in, despite the Tenant hiring a cleaner. The Landlord provided a copy of the move-out cleaning checklist that the property manager provided to the Tenant.

The Landlord's photo appendix sets out details of this piece of their claim. This shows discrete areas requiring additional cleaning, surrounding flooring areas and glass.

The Landlord provided a calculation with a starting amount of \$398 before some discount was applied, finalizing the amount of \$398. The Landlord did not present a final paid invoice.

The amount the Landlord provided was based on their sending of detailed pictures to a cleaning service, and the cleaning service providing an estimate of their time per task. This equates to a total of 350 cleaner minutes, for the cost of \$398.

The Tenant provided a detailed account of their response. They relied on the Landlord's own photos shown as part of the inspection document, contrasting the undated pictures, which show more distinct detail, that the Landlord provided for this hearing.

They note the Landlord's more detailed photos were not those taken at the time of actual move-out. As well, the under-dishwasher pictures depicting uncleanliness would require special efforts to clean, involving tools, in addition to no specific instructions about moving appliances. This is as per the Residential Tenancy Branch guideline 'Landlord & Tenant – Responsibility for Residential Premises'.

The Tenant also provided their own detailed photo index, in the attempt to show at least the level of uncleanliness that was already in place at the very start of the tenancy. In the Tenant's estimation, this was beyond the standard of reasonable wear and tear, and a general level of cleanliness established in the policy guideline.

The Tenant provided a copy of their invoice to show they paid for cleaning at the end of the tenancy. This was for a 5-hour cleaning service, paid by the Tenant on December 31, 2024. The Tenant forwarded this to the Landlord's agent on that same day. In the evidence, the Landlord provided a statement that this was undertaken by the Tenant's own family member, who also attended the move-out inspection.

In sum, the Tenant stated as follows:

We believe the landlord wants to charge us for a level of cleaning above the RTB standard and using undated (or likely dated after Dec 31) and unrepresentative photos. Separately, the demand 250 total Maid Minutes (nearly 6 hours!) of cleaning for nearly 400 dollars seems also unreasonable. The unit is already professionally cleaned and is reasonably clean with normal wear and tear as per photos of Dec 30/31, 2024.

The move-out inspection document provides the following, from the Landlord's perspective:

Reclean needed. Hair and dust particles and others missed. cleaning receipt not given. Tenant ask cleaner to come back but disagree . . .advise deduction but not agree. Tenants mom cleaned but not done properly.

2. painting - \$1,599.17

The Landlord set out their summary of this issue in their written submission:

While some of the painting wear may be attributed to normal use over time, the damage observed in the Entryway, Den, and Living/Dining areas clearly indicates tenant negligence or misuse. This includes significant scuffing, gouges, wall stains, and scratches that go beyond typical wear and tear, with no attempts to maintain, remedy, or mitigate the damages.

Given the extent of the damage, we are claiming 33% [\$1,599.17] of the total painting estimate [\$5,076.74] to be covered by the Tenant.

In particular reference in their pictures, the Landlord pointed to walls in the den, the entryway closet ("heavy wear around the knobs"), and miscellaneous walls. The Landlord acknowledged the apparent contradiction in the move-in/move-out inspection report.

The Landlord's agent provided a cleaning checklist to the Tenant in advance of the Tenant's move out from the rental unit. This specifically provides for the need for holes in walls to be filled and re-painted to the original condition. The tenancy agreement addendum itself accounts for holes in walls due to the Tenant adding furniture or electronics. Also: "This clause applies to the painting of any walls."

The Landlord's obtained estimate (January 8, 2025) for painting is for "all walls and bathroom ceiling" and "all doors, door frames, window sills and baseboards" in the rental unit. The Landlord did not provide whether this work was completed.

In the hearing, the Landlord provided that the rental unit was last fully painted in 2019. The Landlord relayed their agent's account, where they attempted to point out deficiencies during the inspection, but received pushback from the Tenant in that meeting.

The Tenant, in their written response, pointed to their video that captured the actual move-out inspection meeting, and documentation thereof, which "attests to NO negligent damages and only wear and tear on Dec 31, 2024". The move-in account, by contrast, notes damage, scratches, and stains. They question how the Landlord's agent would not notice apparent damage of this type, and even "saw the opposite".

The Tenant again cited the policy guideline's reference to an excessive number of nail holes, with no rules in place provided by the Landlord. The Tenant also noted that the closet doors in question proved to be problematic from the outset of the tenancy.

3. water damage repairs -- \$2,772.

In the Landlord's written submission, they set out they received an estimate for this particular incidence of damage in the rental unit. This includes removal of the kitchen counter in place, replacement of it with a cabinet, floor replacement, baseboards reset, and "transition installation."

The Landlord received notice of two separate water leak incidents, in March 2023 (a small leak under the kitchen sink) during an inspection, and reported by the Tenant in October 2024 (a leak from the dishwasher). Neither of these incidents had reported water damage. In both cases, the Landlord's property manager reported repairs as complete.

The Landlord specifies the earlier leak (March 2023) was not reported by the Tenant. The "deep cracking" present in the cabinet by the end of the tenancy in the Landlord's estimation points to an incidence of damage that grew worse over time.

In reference to the dishwasher leak, the report did not note "floor damage", yet by the end of the tenancy there was damage to the kitchen peninsula, sink cabinet, and hardwood flooring. To the Landlord, this suggests the Tenant failed to report "existing or developing damage". To the Landlord, this constitutes negligence, to a degree that caused the damage to increase, thereby increasing the necessary costs to rectify.

In sum, for both incidents, the Landlord is holding the Tenant accountable for failing to report the issues in an appropriate manner and timeline.

Further, the Landlord attributes the incidence of an ant infestation to the moisture that remained present. The Landlord also questioned the Tenant placing boxes deliberately to obscure the view of the water damage on the kitchen peninsula during an inspection in February 2024.

The Tenant, in response, took issue with the assumptions made by the Landlord regarding the Tenant's reporting of the issues. The Tenant insists they duly reported the incident, with photos as and when requested to do so by the property manager. In the Tenant's estimation, there is no reason any extant damage was not identified by the technician who visited to assess the matter of the dishwasher on October 8.

The Tenant reiterated that any deemed negligence on their part in such incidents would be charged back to them. This was not the case, and the Tenant speculated that the Landlord was charged for this.

In the hearing, the Landlord reiterated that the Tenant failed to report specifically on the issue of water damage to the peninsula, which was readily apparent at the end of the tenancy. Counter to this, the Tenant reiterates that this was not noted to them in the actual meeting by the property manager who attended. Moreover, the Tenant reported that issue of water damage at the time of the technician's visit, adding that they had stopped using that sink water source because of this. The Landlord opined that a dishwasher technician would not be at liberty to make any observation concerning the extent of water damage.

4. fob replacement - \$75

The Landlord provided the amount of \$75, as per strata policy for fob replacement.

In the hearing, the Landlord stated there were contradictions in the move-out inspection report alluding to this. Their property manager's response, in the Landlord's evidence, clarifies there were 2 fobs given to the Tenant at the start – with only 1 fob returned, the Tenant must pay for the replacement.

The photo provided by the Landlord at the start of the tenancy shows one fob banded together with an elastic. The move-in report notes 1 key each for rental unit, mailbox, and parking remote. A note misprinted on the vertical states "Will provide another fob and unit key later."

The printed report for move-out lists 1 rental unit key, and 1 mail key returned. The document on the right-side margin appears cut-off.

The Landlord confirmed the keys/fobs returned with their property manager on January 10, 2025, wherein the property manager confirmed that two fobs, two unit keys, and one mail key were originally provided, yet only one fob and no mail key returned. The picture provided by the Landlord shows this in detail.

In the hearing, the Tenant there were three keys returned, as shown in their video capture.

5. mailbox key - \$134.50

In the Landlord's submission, the Tenant did not return the original mailbox key to them. As above, they communicated with the property manager after the tenancy ended for clarification.

The Tenant provided that a video capture from the time of the final inspection shows three keys on the counter, including the mailbox key. A close-up image showing three keys shows two unit keys and one smaller key. The Landlord described the original mailbox key as silver, yet smaller in size.

6. handyman services - \$259

The Landlord provided an estimate using an online resource, for \$50 per hour. The tasks are: 2 hours of labour, materials including a wall plate and adhesive, 2 hours for junk removal, and a mattress disposal fee.

The Landlord's pictures also showed removed screens, with the screens placed beside the windows at the time of move-out. The Landlord proposes this would be a job for a handyman. A swell, there is an over-the-door mirror requiring replacement involving adhesive.

This is due to the Tenant's non-removal of a "foam mattress topper" (left on the wall bed), and a larger-sized item left on the balcony. The Landlord claims they are unable to dispose of these items via the city garbage removal service.

In response, the Tenant apologized for the inconvenience of the Landlord having to remove the mattress, though questioned the timeline of 2 hours to accomplish this task. The Tenant also posited that the plastic item (likely a tarp), may be disposed of in the regular city garbage. The Tenant even provided a timeline for a typical trip to a local facility and parsed the Landlord's use of a calculator to provide a handyman cost estimate.

In the hearing, the Tenant noted they inquired to the Landlord about the questionable wall plate (*i.e.*, a socket) replacement in November 2022.

7. sink replacement - \$476

The Landlord compared the pictures from the move-in inspection report (that show "minor surface scratches consistent with normal wear and tear"), after 15 years of the sink being in place in the rental unit. The move-out pictures show "significant surface damage not present at the start of the tenancy", "deep scratches, abrasions and gouges", and this "exceed[s] reasonable wear and tear for a two-year tenancy."

The Landlord clarified that they are seeking 80% recovery cost for the sink replacement. The online amount for the \$425 base cost is \$476; therefore, 80% of this amount is \$380.80.

The Landlord provided pictures to compare the sink's condition move-in and move-out. The Tenant responded by observing different kinds of lighting in place at either time, which naturally would highlight different flaws. They pointed to the Landlord's agent's statement in the final inspection meeting, emphasizing that the agent did not observe "any negligence of any damage or anything". The inspection report noted scratches at the time of the Tenant's move into the rental unit, and no damage at the end. The sink was originally installed in 2007. In the Tenant's response, this is all consistent with normal wear and tear over the course of this two-year tenancy.

8. dishwasher replacement - \$1,457.12

In their written submission, the Landlord set out that there was "visible damage to the panel surrounding the on/off button" – this affects the use of the appliance, and exposes the inside to possible water.

The pictures show the panel on the topmost portion of the dishwasher door as cracked. The Landlord provided the cost of a new dishwasher including installation – a replacement of the brand-name model – from an online source.

In the hearing, the Landlord noted the dishwasher was new in 2016, and they are asking for a contribution towards its replacement.

In the hearing, the Tenant again alluded to the Landlord's agent's description in the move-out inspection of nothing negligent being apparent to them at the time of that meeting. They noted the dishwasher is "a bit older".

In the Tenant's written submission, they spoke to inspections and repairs by the Landlord's (via property manager) handyman, October 8 and November 7, 2024. The documentation for this disclosed no indication of the Tenant's negligence on this issue, and, despite the property manager's disclosure of possible chargeback to the Tenant on this issue, the Tenant was not invoiced for these repairs/inspections concerning the dishwasher.

Further, the Tenant pointed to the move-out inspection document that showed the dishwasher indication of "good", meaning it was functional at the time of move-out.

The Tenant also cites the policy guideline, to show that appliance repairs are the responsibility of the Landlord, unless Tenant negligence can be concluded.

b. Is the Landlord authorized to retain the security deposit?

c. Is the Tenant entitled to the return of the security deposit?

The Tenant paid a security deposit amount of \$1,175 on March 29, 2022. As of the date of this hearing, the Landlord retained the full amount of the security deposit. The Tenant's Application concerns the return of the deposit to them.

The Tenant provided a forwarding address to the Landlord at the time of the move-out inspection on December 31, 2024. This appears in the copy of the move-out inspection report in the evidence.

The Landlord took no issue with the Tenant providing the forwarding address on December 31.

d. Is the Landlord eligible for recovery of the Application filing fee?

The Landlord paid the Application filing fee amount of \$100 on January 14, 2025.

e. Is the Tenant eligible for recovery of the Application filing fee?

The Tenant paid the Application filing fee amount of \$100 on January 21, 2025.

Analysis

In general, a party that makes an application for compensation against the other party has the burden to prove their claim. This burden of proof is based on a balance of probabilities. An award for compensation is provided for in s. 7 and s. 67 of the Act.

To be successful in a claim for compensation, an applicant has the burden to provide sufficient evidence to establish the following four points:

- that a damage or loss exists;
- that a damage/loss results from a violation of the *Act* and/or tenancy agreement;
- the value of the damage or loss; and

- steps taken, if any, to mitigate the damage/loss.

a. Is the Landlord entitled to compensation for damage in the rental unit?

The *Act* s. 35 sets out that, at the end of a tenancy, a landlord and a tenant must jointly inspect the condition of the rental unit, and a landlord must complete a report of the rental unit condition.

I find the parties met on December 31, 2024 to inspect the condition of the rental unit at the end of the tenancy. It appears this was undertaken either immediately after, or in conjunction with, the Tenant's hired cleaning of the rental unit, who also attended the final meeting. I find the Landlord managed to document the condition of the rental unit and have that in place, provided to the Tenant, as required.

Concerning damage more generally in a rental unit, the *Act* s. 32(3) sets out that a tenant must repair damage in the rental unit that was caused by their actions/neglect.

Also, the *Act* s. 37 provides that, when a tenant vacates a rental unit, they 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 their possession or control

I find the Landlord acknowledged there were inconsistencies between what they found versus what was recorded by the property manager they had in place, inconsistencies in the move-in/move-out inspection records, and certainly differences of opinion on the degree and amount of damage in the rental unit between the Landlord and the Tenant. On some pieces of their claim this worked against the Landlord who bears the onus of proof in this scenario, and in some pieces, it supported the Landlord's inspection that they undertook to a more rigorous degree than that provided by their property manager.

On each piece of the Landlord's Application, I find as follows:

1. cleaning - \$376.11

I find the Landlord's claim for compensation under this heading is justified. I find it reasonable that the Landlord provided extra evidence after the fact of the move-out inspection. I find this is consistent with what is recorded in the move-out inspection document: "Reclean needed." The picture evidence the Landlord provided bears this out as fact.

I find as fact the Landlord via their property manager mentioned this to the Tenant at the time, and the Tenant simply disagreed. The Tenant had the opportunity at that time to rectify this; however, they did not. The Tenant chooses to parse the Landlord's terminology in relation to the *Act* and the policy guideline, yet I find the Landlord provided sufficient evidence to establish the need for extra cleaning.

I find the Landlord's estimate is justified in its scope and cost, in abundant detail. I grant the Landlord this portion of their claim, as per the amount of \$376.11.

2. painting - \$1,599.17

I find the Landlord did not provide sufficient evidence to establish the need for painting in the rental unit resulting from negligent or irresponsible actions of the Tenant. In sum, anything depicted in the Landlord's evidence I find is the result of reasonable wear and tear over the course of the tenancy, acknowledging that the move-in inspection report lists deficiencies at the start of the tenancy.

The interior wall paint useful life, as per policy guidelines, is 6 years. I find the Landlord presented the last painting in the rental unit was in 2019, and aside from anything exceptional, I find there is no fairness to the Tenant to cover any expense for painting.

The tenancy agreement addendum refers to holes made in the walls by electronics or the installation of furniture (such as shelves), which would be more unsightly and impactful to finished walls. I find the Tenant presented sufficient evidence to show that a reasonable amount of holes for hanging artwork is acceptable, and constitutes reasonable wear and tear in this instance. I find the pictures show scuffs and scratches, nothing deliberate.

In sum, I dismiss this piece of the Landlord's claim, without leave to reapply.

3. water damage repairs -- \$2,772.

I find the Landlord had the opportunity to examine any instance of water damage in the rental unit, in depth at the time of their extra inspection in March 2023, and again in October 2024. I agree it is not the responsibility of the dishwasher repair technician to assess water damage of any sort; however, there was nothing precluding the Landlord from looking deeper on their own at that time. There was no record of water damage in either March 2023, or October 2024 – that is the Landlord's record provided to them by their property manager. I find this is inconclusive in assigning any kind of damage to the actions, or inactions, of the Tenant on either occasion.

I find the Tenant dutifully reported the instance of the dishwasher malfunction to the Landlord, and the Landlord has not met the burden of proof to show that the Tenant either willfully or negligently contributed to the problem.

I give weight to the Tenant's presented evidence that there is a policy/rule in place that any finding of negligence on the part of the Tenant would result in a chargeback to them. Neither inspection/repair resulted in chargebacks to the Tenant. I find this is conclusive that either there was not a sufficient assessment of any water damage at either time (the responsibility of which would rest with the Landlord via their property manager), or there simply was no damage present.

For these reasons, I dismiss the Landlord's claim for water damage repairs in the rental unit, without leave to reapply.

4. fob replacement - \$75

In the hearing, the Tenant there were three keys returned, as shown in their video capture.

I find there was a damaged fob in place at the start of the tenancy. This does not excuse the Tenant from ensuring its return to the Landlord at the end of the tenancy. I find the report sets out there was one fob returned to the Landlord, and the Tenant did not provide sufficient evidence to show, without question, otherwise.

I grant this piece of the Landlord's claim in the amount of \$75.

5. mailbox key - \$134.50

I find as fact that the Tenant did not return the mailbox key, as required, to the Landlord at the end of the tenancy. I accept the Landlord's evidence that shows a

smaller key in place at the start of the tenancy – in particular, this was a silver key, unique in appearance. The video capture evidence from the Tenant does not offset this evidence from the Landlord.

Additionally, I find it reasonable that the Landlord sought and obtained clarification from their property manager on this specific piece, as shown in the evidence.

I find the Landlord established the cost of a mailbox lock/key replacement thereof, which is significant. I grant this piece of the Landlord's claim in the amount of \$134.50.

6. handyman services - \$259

The Tenant acknowledged the need for additional work on the part of the Landlord post-tenancy. I find the Landlord could not justify the cost of travelling to a more far-flung location for disposal of items the Tenant left behind. I grant the Landlord approximately one-half of the cost claimed, at \$130.

7. sink replacement - \$476

I find the Tenant correctly identified the useful life of this particular sink as being representative of its then-current state at the end of the tenancy. I find it plausible that different lighting at the time of each picture highlights different markings/flaws. I find there is no evidence of deep scratches or gouges that justify a complete sink replacement at the Tenant's expense. As well, I give weight to the Tenant's account that the agent at the time of the move-out inspection apparently noticed nothing constituting negligence on this individual piece.

8. dishwasher replacement - \$1,457.12

As above, I give weight to the Tenant's submissions that there was no chargeback to them for the two technician's visits for issues with the dishwasher. The Tenant was correct in pointing out that the condition of the dishwasher was listed as "good" at the time of the move-out. I find what the Landlord presents in terms of a cracked template on the power switch (as far as I can discern this in the picture provided) is speculative on it being a cause of further damage, or a risk of further damage. I find it reasonable that a technician would be able to assess this as such, prior to the Landlord bring a claim against the Tenant for the entire dishwasher replacement, on a model that is approaching 10 years in age.

In sum, I dismiss this piece of the Landlord's claim, without leave to reapply.

In total, for damage in the rental unit, I grant the amount of \$715.61.

b. Is the Landlord authorized to retain the security deposit?

c. Is the Tenant entitled to the return of the security deposit?

The Act s. 38 sets out that within 15 days of the later of the tenancy end-date, or the date a landlord receives a tenant's forwarding address in writing, a landlord must repay any deposit with interest, or make an application against a deposit.

The Act s. 38(6) provides that if a landlord does not comply with this timeline, they may not make a claim against a deposit, and must pay double any deposit amounts to a tenant.

I find the Tenant's forwarding address was in place with the Landlord on December 31, 2024. This was the same day the tenancy ended, and the date of the final inspection. Therefore, the date in question is December 31, 2024.

The Landlord completed this Application at the Residential Tenancy Branch on January 14, 2025; therefore, I find s. 38(6) does not apply in this situation with the date being the final date the Landlord could make this Application against the security deposit. There is no doubling of the deposit for this reason.

The security deposit accumulated interest from March 29, 2022, to the date of the hearing, March 27, 2025. This amount of interest is \$58.08¹. In total, the amount becomes \$1,233.08.

Above, I grant the Landlord the amount of \$715.61 for damage in the rental unit. The Landlord shall retain this amount from the security deposit amount of \$1,233.08, and return the balance to the Tenant.

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2022 \$1175.00: \$0.00 interest owing (0% rate for 76.16% of year)
2023 \$1175.00: \$22.99 interest owing (1.95% rate for 100.00% of year)
2024 \$1180.40: \$32.39 interest owing (2.7% rate for 100.00% of year)
2025 \$1205.57: \$2.70 interest owing (0.95% rate for 23.56% of year)

d. Is the Landlord eligible for recovery of the Application filing fee?

The Landlord was moderately successful in this Application; therefore, I grant one-half of the Application filing fee to them.

e. Is the Tenant eligible for recovery of the Application filing fee?

I find the Tenant was moderately successful in this Application; therefore, I grant one-half of the Application filing fee to them.

Conclusion

As above, I grant the amount of \$715.61 as compensation to the Landlord on their Application.

I grant to the Landlord \$50 for recovery of the Application filing fee. I offset the Tenant's Application filing fee amount of \$50 for this amount. The compensation to the Landlord is thus \$715.61.

To the Tenant, I order the return of the balance of the security deposit amount to them, as set out below – this amount is \$517.47.

I grant to the Tenant a Monetary Order in the amount of **\$517.47** under the following terms:

Monetary Issue	Granted Amount
Landlord compensation for damage	\$715.61
recovery of the filing fee for this Application	\$50.00
offset Tenant Application filing fee	-\$50.00
return of security deposit balance	-\$517.47
Total Amount to Tenant	\$517.47

I provide the Tenant with a Monetary Order in the above terms and the Tenant must serve it to the Landlord as soon as possible. Should the Landlord fail to comply with

this Monetary Order, the Tenant may file this Monetary Order in the Small Claims Division of the Provincial Court where it will be enforced as an Order of that Court.

I make this decision on the authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: April 26, 2025

Residential Tenancy Branch