Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing

DECISION

Introduction

A hearing was convened on March 27, 2025 in response to cross applications.

The Landlord filed an Application for Dispute Resolution in which the Landlord applied for compensation for damage to the unit, compensation for unpaid utilities, to retain the security/pet damage deposit, and to recover the fee the Landlord paid to file their Application for Dispute Resolution.

The Tenant filed an Application for Dispute Resolution in which the Tenant applied for the return of the security deposit, and to recover the fee for filing their Application for Dispute Resolution.

The hearing on March 27, 2025 was adjourned for reasons outlined in my interim decision of March 27, 2025.

The hearing was reconvened on April 25, 2025, however that hearing was adjourned as there was insufficient time to consider all the issues in dispute.

The hearing was reconvened on May 27, 2025, and was concluded on that date.

The participants were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each participant affirmed they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The participants were advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. The participants affirmed they would not record any portion of these proceedings.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

In my interim decision of March 27, 2025, I directed the Landlord to re-serve the Tenant with the Landlord's Application for Dispute Resolution and Proceeding Package, by email. At the reconvened hearing in April of 2025, FN stated that these documents were sent to the Tenant's email address on March 31, 2025. The Tenant acknowledged receipt of these documents.

As the Tenant acknowledged receipt of the Landlord's Application for Dispute Resolution, the issues identified in that Application will be considered at these proceedings.

In my interim decision of March 27, 2025, I directed the Tenant to re-serve the Landlord with the Tenant's Application for Dispute Resolution and Proceeding Package, by email. At the reconvened hearing in April of 2025, JF stated that these documents were sent to the FN's email address on April 16, 2025.

When asked why these documents were not served by March 31, 2025, which is the deadline established in my interim decision of March 27, 2025, TH stated they were unaware of the deadline.

FN stated that documents were sent to the Landlord on April 16, 2025, however the Tenant's Application for Dispute Resolution and Proceeding Package were not included. FN stated that the Landlord has never received the Tenant's Application for Dispute Resolution and Proceeding Package.

JF stated that the Landlord did not submit any documentary evidence to establish what documents were sent to the Landlord on April 16, 2025.

I find that the Tenant has submitted insufficient evidence to establish that their Application for Dispute Resolution was served to the Landlord. In reaching this conclusion I was heavily influenced by the absence of evidence that corroborates the testimony that these documents were emailed to the Landlord on April 16, 2025 or that refutes the Landlord's testimony they were not received. As the Tenant bears the burden of proving these documents were served, I dismiss the Application for Dispute Resolution, without leave to reapply.

I find that the decision to dismiss the Tenant's Application for Dispute Resolution is not highly prejudicial to the Tenant, as their application for the return of the security deposit will be considered with the Landlord's Application for Dispute Resolution. In the event the Landlord is unable to establish a right to keep all or part of the Tenant's security/pet damage deposit, the Landlord will be required to return all or part of the deposits.

As the Tenant's Application for Dispute Resolution has been dismissed, I will not be considering their application to recover the fee for filing an Application for Dispute Resolution.

Service of Evidence

In my interim decision of March 27, 2025, I directed the Landlord to re-serve the Tenant with the evidence the Landlord submitted to the Residential Tenancy Branch on January

13, 2025, by email. The Landlord was also given authority to serve additional evidence, which the Landlord did not do.

At the reconvened hearing on April 25, 2025, FN stated that the aforementioned evidence was sent to the Tenant's email address on March 31, 2025. The Tenant acknowledged receipt of these documents, and it was accepted as evidence for these proceedings.

In my interim decision of March 27, 2025, I directed the Tenant to re-serve the Landlord with the evidence the Tenant submitted to the Residential Tenancy Branch on January 25, 2025, and March 09, 2025, by email. The Tenant was also given authority to serve additional evidence.

At the reconvened hearing on April 25, 2025, JF stated that the evidence the Tenant submitted to the Residential Tenancy Branch on April 16, 2025 was sent to the Landlord's email address on April 16, 2025. The Landlord acknowledged receipt of the evidence, and it was accepted as evidence for these proceedings.

Preliminary Matter

The Landlord applied for compensation for unpaid utilities, in the amount of $146.62. At the hearing on April 25, 2025, the Landlord withdrew this claim, as that amount has now been paid.

As this matter has been resolved, I allow the Landlord to amend the Application for Dispute Resolution be removing the claim for unpaid utilities.

Issues to be Decided

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

Should the security deposit be retained by the Landlord?

Is the Landlord entitled to recover the fee for filing an Application for Dispute Resolution?

Background and Evidence

The Landlord and the Tenant agree that:

- the tenancy began in 2021
- a security deposit of $1,250.00 was paid on October 06, 2021
- a pet damage deposit of $1,250.00 was paid on October 06, 2021

- the Tenant did not authorize the Landlord to retain any portion of the security deposit
- the Landlord did not return any portion of the security deposit.

JF stated that the tenancy ended on December 31, 2024. FN stated that the Landlord does not know when the unit was vacated.

JF stated that a forwarding address was provided by the Tenant, by email, on January 01, 2025. FN stated that a forwarding address was received in early January of 2025, but it was served by email which is not "legal service".

JF agreed that in January of 2025, the Tenant did not have authority from the Landlord to serve legal documents by email.

JF stated that the forwarding address was also served to the Landlord by registered mail with the Tenant's Application for Dispute Resolution on March 10, 2025, which the Landlord "refused". As noted in my interim decision of March 27, 2025, the Landlord denies "refusing" registered mail.

The Landlord is seeking compensation, in the amount of $53.15, for "strainers" and "cleaners". At the hearing FN stated that the "strainers" refers to an item that is placed above a sink drain to prevent unwanted debris from entering the drain and the "cleaners" were products used to stop grease and other debris from accumulating.

FN stated that the "strainers" and cleaners" were needed because the Tenant "carelessly" disposed of food particles and foreign objects, such as pieces of metal and wood, through the sink drain.

TH stated that the Tenant did not dispose of any inappropriate items in the sink drains.

The Landlord stated that no photographs were submitted to show that inappropriate items were put into the sink drains.

The Landlord is seeking compensation for damages associate to sewer water backing up in the rental unit. The Landlord is seeking compensation in the following amounts:

- $367.50 for removing drywall that was damaged by sewer water backing up into the basement of the rental unit
- $130.73 for removing the laundry unit and cleaning the area that was contaminated by sewer water backing up into unit
- $1,129.78 to treat and replace drywall that was damaged by sewer water backing up into the unit
- $93.71 for replacing baseboards that were damaged by the sewer water
- $224.72 for painting areas that were damaged by the sewer water
- $100.00 for gas used to visit the site to address damage caused by sewer water.

In support of this claim, FN stated that:

- the Tenant allowed the sewer water to back up “for months” without reporting it, which damaged the drywall
- the Landlord did not learn of the damage to the walls until the smell of it was reported by another tenant, who reported a foul odor
- sometime in July of 2023, the Tenant reported the sewer drain was backing up
- the Landlord sent a plumber in July, and the drain was cleared
- the Tenant reported the backup again on August 21, 2024, or “early August”
- FN and TH attempted to clear the blockage on August 26, 2024
- FN does not recall if the unit was inspected on September 01, 2024 or if the boiler was leaking on that date
- FN did not receive a text message on September 08, 2024 in which a backup was reported
- on September 14, 2025, the Landlord inspected the drain with a camera, which was not powerful enough to fully inspect the drain
- on September 21, 2024, the Landlord had the area inspected by a restoration company, for the purposes of cleaning the area and repairing the drywall damage
- the Landlord hired a plumber who finally repaired the drain, although FN does not recall the date of this repair
- the Landlord noticed the damage to the drywall in early September of 2024.

The Tenant submits that:

- in the Spring of 2023, the Tenant reported water in the boiler room of rental unit
- the Landlord “snaked” the drain after that report, but the problem continued
- in June of 2023 the drains were inspected by the City, however a blockage was not detected
- on August 08, 2023 the Landlord’s friend “snaked” the drain, which appeared to remedy the problem
- in August of 2024 the Tenant noticed a smell in the unit and discovered that water was again backing up in the boiler room
- the backup was reported to the Landlord on August 22, 2024
- the report was investigated by the Landlord on August 24, 2024
- on August 24, 2024, TH partially cleared the blocked drain with a “drain snake”
- water began backing up again within a day of the blockage being cleared
- the issue was reported again on August 25, 2024
- the Landlord returned on September 01, 2024 to inspect the drain, at which time the Landlord determined the boiler was leaking
- on September 08, 2024, the Tenant sent the Landlord a text message to report water was backing up
- on September 14, 2025, the Landlord inspected the plumbing with a camera but did not locate a blockage
- on September 21, 2024, the Landlord had the area inspected by a restoration company

- on September 24, 2024, they sent the Landlord a written request to repair the walls, which had become moldy
- on September 27, 2024, a plumber repaired the drain and there have been no further problems.

At the conclusion of the hearing on May 27, 2025, FN argued that the letter the Tenant sent to the Landlord, dated September 24, 2024, supports the Landlord's claim for compensation for damage associated to the sewer backup. FN stated that the Landlord did not submit this letter in evidence, however FN requested permission to read the letter.

After FN began to read the letter of September 24, 2024, I realized this letter was submitted in evidence by the Tenant and that the letter had been discussed at the hearing on April 25, 2025. As such, FN was not permitted to continue reading the letter.

The Landlord is seeking compensation of $367.50 for removing OSB board in the garage and for removing tiles that the Tenant left at the front entry.

TH stated that the Tenant did not install OSB board in the garage, and that the OSB board seen in the Landlord's photographs was present at the start of the tenancy.

FN stated that the OSB board was not in the garage at the start of the tenancy. FN stated that the Landlord submitted no evidence to show the board was not present at the start of the tenancy.

TH acknowledged that the Tenant did not remove the tile that the Tenant placed in front of the front entry during the tenancy.

FN estimated that approximately $100.00 of the invoice in the amount of $367.50, was for removing and disposing of the tile the Tenant placed in front of the tenancy. TH agreed this was a reasonable estimate.

The Landlord is seeking compensation of $550.00 for removing foam insulation the Landlord alleges was installed in the garage by the Tenant during the tenancy. FN stated that the Landlord submitted no evidence to show the insulation was not present at the start of the tenancy.

TH stated that the Tenant did not install insulation in the garage, and that all insulation in the garage was present at the start of the tenancy.

The Landlord is seeking compensation of $203.53 for replacing locks on the front door and the garage door. In support of this claim, FN stated:

- the keys to the unit were not returned when the tenancy ended on December 31, 2024

- on December 31, 2024, the Tenant informed the Landlord that they had forgotten to leave the keys and that they would be mailed to the Landlord on January 01, 2025
- when the Landlord went to the rental unit on December 31, 2024, the Landlord was unable to lock the doors, which caused the Landlord to conclude that the Tenant had tampered with the locks
- the Landlord received the keys in the mail on January 03, 2025 or January 04, 2025
- for security reasons, the Landlord replaced the locks prior to receiving the keys in January of 2025.

JF stated that:

- they forgot to return the keys when the tenancy ended on December 31, 2024
- on December 31, 2024, the Tenant informed the Landlord that the keys would be mailed to the Landlord on January 01, 2025
- the keys were mailed to the Landlord on January 01, 2025.

TH stated that the Tenant did not tamper with the locks.

The Landlord submitted a receipt to show that locks were purchased for $203.53.

The Landlord is seeking $40.57 for replacing an “adapter plug and motion light”. In support of this claim, FN stated that:

- the Tenant removed the socket which holds the light bulb in the front entry exterior light
- the Tenant replaced the socket with an adapter which can be used to plug in an extension cord.

TH stated that the Tenant did not alter the entry light.

The Landlord is seeking $1,125.00 for repairing and painting walls. In support of this claim, FN stated that:

- the Tenant damaged several walls by making holes in the wall and stapling a carpet to the wall
- the Landlord submitted photographs to show the damage to the walls, which was allegedly caused by the Tenant
- the damage depicted in the Landlord’s photographs was not present at the start of the tenancy
- the Landlord submitted no evidence to show the walls were undamaged at the start of the tenancy.

JF stated that all of the wall damage seen in the Landlord’s photographs was present at the start of the tenancy, except the damage related to repairing walls damaged by water egress.

The Landlord is seeking $250.00 for replacing a closet door. The Monetary Order Worksheet (1 of 2) declares the claim is for “wiring” and a closet door. At the hearing, FN clarified it is just for replacing the closet door.

In support of this claim, FN stated that:

- the Tenant removed the closet door near the front door
- the door was not located at the end of the tenancy
- the door was in place at the start of the tenancy
- the Landlord submitted no evidence to show the door was in place at the start of the tenancy.

TH stated that the closet near the front door did not have a door when this tenancy began.

The Landlord is seeking $400.00 for cleaning the rental unit. In support of this claim, FN stated that:

- several areas in the unit required cleaning at the end of the tenancy
- although the video submitted in evidence shows clean areas of the rental unit, the video does not show the same areas that are captured by the Landlord’s photographs
- the Landlord’s photographs show dog hair in various locations, cobwebs in various locations, dirt behind the refrigerator, a dirty refrigerator, a dirty dishwasher, and dirty cupboard fronts
- the Landlord’s photographs were taken in early January of 2025
- the Landlord submitted an estimate from a well-known cleaner, which indicates it will cost $330.00 to $495.00 for three hours of cleaning
- the Landlord paid that cleaning company $495.00 plus GST to clean the unit, although a receipt was not submitted as evidence.

TH stated that:

- the Tenant may have missed a few areas when cleaning the unit
- the Tenant does not know if areas behind the appliances were clean at the start of the tenancy, as they never moved the appliances
- it is possible that the dirt seen in the Landlord’s photogrpahs accumulated after the tenancy ended.

JF stated that:

- the video of the rental unit, which the Tenant took at the end of the tenancy, shows the rental unit was clean at the end of the tenancy
- they did not notice the dirty areas that can be seen in the Landlord’s photographs.

Analysis

As FN did not recall when the tenancy ended, I accept JF's undisputed testimony that it ended on December 31, 2024.

Based on the undisputed evidence, I find that the Tenant sent the Landlord a forwarding address, by email, in January of 2025. As FN could not recall when the forwarding address was received, I accept JF's undisputed testimony that it was sent on January 01, 2025.

The undisputed evidence is that the parties had not agreed to exchange documents by email, prior to January 01, 2025. I therefore find that the Tenant's forwarding address was not provided to the Landlord in accordance with section 88(j) of the Act, which allows for service by email if the parties agree in writing to that method of service.

As the Landlord acknowledged receiving the forwarding address provided by email, however, I find that this forwarding address was sufficiently served to the Landlord, pursuant to section 71(2) of the Act.

As documents sent by email are deemed received, pursuant to section 44 of the *Residential Tenancy Regulations*, three days after they are sent, I find that the email sent by the Tenant on January 01, 2025, is deemed received on January 04, 2025**.**

Section 38(1) of the Act stipulates that within 15 days after the later of
the date the tenancy ends, and the date the landlord receives the tenant's forwarding address in writing, the landlord must either repay the pet damage/security deposit, with interest, or file an Application for Dispute Resolution claiming against the deposit.

As this tenancy ended on December 31, 2024, and the forwarding address was deemed received on January 04, 2025, the Landlord had until January 19, 2025 to either repay the security/pet damage deposit or file an Application for Dispute Resolution to keep the deposits. As the Landlord filed their Application for Dispute Resolution on January 13, 2025, I find that the Landlord complied with section 38(1) of the Act and is entitled to make a claim against the deposits.

Section 32(3) of the Act states that 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 37(2) 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 the tenant must return all keys or other means of accessing the unit/residential property.

To be awarded compensation for damage to the rental unit or common areas, the landlord must prove:

- the tenant has failed to comply with the Act, regulation or tenancy agreement
- loss or damage has resulted from this failure to comply
- the amount of or value of the damage or loss
- the landlord acted reasonably to minimize that damage or loss

Residential Tenancy Branch Policy Guideline 1 suggests, in part, that:
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
an arbitrator may determine whether repairs or maintenance are required due to reasonable wear and tear or due to deliberate damage or neglect by the tenant.
an arbitrator may also determine whether the condition of premises meets reasonable health, cleanliness, and sanitary standards, which are not necessarily the standards of the arbitrator, the landlord or the tenant.

In the case of verbal testimony when one party submits their version of events and the other party disputes that version, it is incumbent on the party bearing the burden of proof to provide sufficient evidence to corroborate their version of events. In the absence of any documentary evidence to support their version of events or to doubt the credibility of the parties, the party bearing the burden of proof would fail to meet that burden.

I find that the Landlord submitted insufficient evidence to establish that the Tenant disposed of inappropriate items in the drain. In reaching this conclusion I was influenced by the absence of evidence, such as photographs, which corroborate the Landlord's testimony that inappropriate items were placed in the drain, or that refutes the Tenant's testimony that nothing inappropriate was placed in the drains.

As the Landlord has failed to meet the burden of proving the Tenant used the drains inappropriately, I dismiss the Landlord's claim for "strainers" and "cleaners".

Based on the undisputed evidence, I find that drywall in the unit was damaged when sewer water backed up into the rental unit.

I find that the drainage problem was reported to the Landlord on several occasions in 2023 and 2024.

On the basis of the testimony of the Landlord and in the absence of evidence to the contrary, I find that a drainage problem was reported sometime in July of 2023, and this it was cleared shortly thereafter.

On the basis of JF's testimony, I find that the drainage problem was reported to the Landlord on August 22, 2024 and August 24, 2024. I find these dates are more reliable than the dates provided by the FN, who stated that it was reported again on August 21,

2024, or “early August”. I favor JF’s testimony in this regard because it was forthright and consistent, while FN was clearly uncertain of the precise dates.

On the basis of the undisputed testimony, I find that FN and TH were able to temporarily clear the blockage on August 24, 2024 or August 26, 2024.

I find there is insufficient evidence to conclude that unit was inspected on September 01, 2024, as the Landlord denies this, and I was unable to find a copy of an electronic message referring to that inspection.

On the basis of JF’s testimony and the text message that supports it, I find that on September 08, 2024, the blockage was again reported to the Landlord.

On the basis of the undisputed evidence, I find that the Landlord inspected the drains with a camera on September 14, 2024, but was unable to locate a blockage.

On the basis of the JF’s testimony, I find that on September 27, 2024, the Landlord hired a plumber who repaired the drainage issue. I find this to be the most reliable evidence, as FN does not know when the plumber finally repaired the drainage issue.

I find there is a pattern of the Tenant reporting the drainage issue to the Landlord. In the absence of any evidence to establish that the Tenant did not report the drainage issues in a timely manner, I cannot conclude that their method of reporting contributed to the damage caused by the drainage issue.

On the basis of the undisputed evidence, I find mold grew in the area where sewer water had backed up into the unit. I find this is not uncommon when water accumulates in an area and the area is not dried afterward.

I find there is no evidence before me to show that the Landlord remediated the area after any of the reported drainage issues. I therefore find the Landlord’s failure to ensure the area was properly dried after each event was likely the primary cause of the mold growth.

I find there is insufficient evidence to establish that the Tenant did not report the presence of mold as soon as it was detected. I find the Landlord’s submission that the Tenant should have known there was mold because of the smell is highly speculative. There is no evidence before me that would cause me to conclude that the Tenant smelled mold and/or recognized the source of the smell.

In an undated text message, the Tenant reports that the drained backed up “yesterday”, but had receded that morning. In this message the Tenant reports water damage on a wall in the living room, which is not near the leak. A photograph showing a small amount of damage on a baseboard is included with this photograph. While this may not

be the area impacted by the drainage issue, it further demonstrates the Tenant reports issues when they are identified.

I find that the Landlord has failed to establish that the Tenant did not diligently report mold or water issues in a timely manner.

I find that it entirely possible that the mold in the unit accumulated long before it was visible to the Tenant or could be detected by smell. I find there is no evidence to show that the mold accumulation was significantly impacted by any delay in reporting a water or mold issue.

I find that the Landlord has failed to establish that the Tenant's actions or neglect contributed to the drainage issue or the accumulation of mold in the unit. I therefore dismiss the Landlord's application for any costs associated to remediating the mold in the unit, which includes:

- $367.50 for removing drywall that was damaged by water
- $130.73 for removing the laundry unit and cleaning the area that was contaminated by sewer water backing up into unit
- $1,129.78 to treat and replace drywall that was damaged by sewer water backing up into the unit
- $93.71 for replacing baseboards that were damaged by the sewer water
- $224.72 for painting areas that were damaged by the sewer water
- $100.00 for gas used to visit the site to address damage caused by sewer water.

I find that the Landlord submitted insufficient evidence to establish that the OSB board seen in the Landlord's photographs was not installed in the garage prior to the start of the tenancy. I specifically note that the Landlord did not complete a condition inspection report, which may have established whether the board was present at the start of the tenancy.

As the Landlord has failed to meet the burden of proving the OSB board was not present at the start of the tenancy, I find that the Landlord is unable to refute TH's testimony that the board was not installed by the Tenant.

As the Landlord has failed to establish the Tenant installed the OSB board in the garage, I dismiss the Landlord's claim for removing it, without leave to reapply.

Based on the undisputed evidence, I find that the Tenant breached section 37 of the Act when they failed to remove the tiles they placed in front of the front entry during the tenancy. I therefore find that the Landlord is entitled to compensation for removing, and disposing of, those tiles, in the amount of $100.00.

I find that the Landlord submitted insufficient evidence to establish that the insulation in the garage was not installed prior to the start of the tenancy. I specifically note that the

Landlord did not complete a condition inspection report, which may have established whether the insulation was present at the start of the tenancy.

As the Landlord has failed to meet the burden of proving the insulation was not present at the start of the tenancy, I find that the Landlord is unable to refute TH's testimony that the insulation was not installed by the Tenant.

As the Landlord has failed to establish the Tenant installed the insulation in the garage, I dismiss the Landlord's claim for removing it, without leave to reapply.

I find that the Tenant failed to comply with section 37(2) of the Act when they did not return the keys to the Landlord on the last day of the tenancy, which was December 31, 2024.

I find it was reasonable for the Landlord to replace the locks to the rental unit on December 31, 2024, as the keys the Landlord had did not operate the locks and replacing the locks was a reasonable method of securing the Landlord's property. Although the Landlord was aware the Tenant was mailing the keys to the Landlord, I find it was reasonable for the Landlord to replace the locks to ensure the unit was secured in a timely manner.

I therefore grant the Landlord's claim for replacing the locks, in the amount of $203.53.

I find that the Landlord submitted insufficient evidence to establish that the Tenant altered the exterior entry light.

As the Landlord has failed to meet the burden of proving the exterior light was altered during the tenancy, I dismiss the Landlord's claim for repairing the light, without leave to reapply.

I find that the Landlord submitted insufficient evidence to establish that the walls in the unit were not damaged by holes and scratches at the start of the tenancy. As previously stated, the Landlord did not complete a condition inspection report, which may have established whether the walls were undamaged at the start of the tenancy.

As the Landlord has failed to meet the burden of proving the walls were undamaged at the start of the tenancy, I find that the Landlord is unable to refute JF's testimony that the wall damage present at the end of the tenancy was present at the start of the tenancy.

As the Landlord has failed to establish the Tenant damaged the walls during the tenancy, I dismiss the Landlord's claim for repairing and painting the walls, without leave to reapply.

I find that the Landlord submitted insufficient evidence to establish that there was a closet door on the closet near the front door when this tenancy began. As previously stated, the Landlord did not complete a condition inspection report, which may have established whether the door was in place at the start of the tenancy.

As the Landlord has failed to meet the burden of proving there was a closet door on this closet, I find that the Landlord is unable to refute JF's testimony that there was not a closet door in that location when the tenancy began.

As the Landlord has failed to establish there was a closet door on the closet near the front door when this tenancy began, I dismiss the Landlord's claim for replacing the door, without leave to reapply.

I find that the rental unit was not left in reasonably clean condition at the end of the tenancy. In reaching this conclusion, I was heavily influenced by the Landlord's photogrpahs, which were taken shortly after the tenancy ended which show:

- an unreasonable amount of hair in various locations, including the ceiling
- dirty appliances
- dirt behind the refrigerator
- cobwebs
- dirty cupboard fronts.

While I accept that the Tenant's video shows that the rental unit has a generally clean appearance, I find that it does not capture close-up views of areas in the unit that required cleaning. I therefore find that the video does not refute the Landlord's photographs that show cleaning was needed.

In concluding that additional cleaning was required, I was influenced, in part, by TH's acknowledgement that some areas may have been missed during their final clean of the unit.

In concluding that additional cleaning was required, I was heavily influenced by TH's testimony that they never moved the appliances. Moving appliances for the purposes of cleaning behind them is necessary to ensure the rental unit is left in reasonably clean condition, particularly when the rental unit has been occupied by the tenant for more than one year.

I find that the Tenant did not comply with section 37 of the Act when they did not leave the unit in reasonably clean condition. I therefore find that the Tenant must compensate the Landlord for cleaning the unit, in the amount of $400.00.

On the basis of the estimate from a well-known cleaner, which indicates it will cost $330.00 to $495.00 for three hours of cleaning, and FN's testimony that the Landlord

paid that company over $495.00 for cleaning, I find the Landlord is entitled to the full amount of the $400.00 claim for cleaning.

As the Application for Dispute Resolution has merit, I find that the Landlord is entitled to recover the fee paid to file their Application for Dispute Resolution.

Conclusion

The Landlord has established a monetary claim of $803.53, which includes $203.53 for replacing locks; $100.00 for removing tiles; $400.00 for cleaning; and $100.00 to recover the fee for filing an Application for Dispute Resolution. Pursuant to section 72 of the Act, I authorize the Landlord to retain $803.53 from the Tenant's security deposit, in full satisfaction of this monetary claim.

As the Landlord has not established a right to retain the entire security/pet damage deposit, I find that the Landlord must return the remaining $1,696.47 to the Tenant, plus interest of $127.79. I therefore grant the Tenant a Monetary Order for $1,824.26.

In the event the Landlord does not voluntarily pay this amount to the Tenant, the Monetary Order may be served to the Landlord, filed with the Small Claims Court of BC, and enforced by 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 27, 2025

Residential Tenancy Branch