DECISION

Introduction

This hearing dealt with Applications for Dispute Resolution from both the Landlords and the Tenant under the *Residential Tenancy Act* (the Act). The Landlords' Application for Dispute Resolution, filed on February 15, 2025 (the Application), is for:

- A Monetary Order for damage to the rental unit or common areas under sections 37 and 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 the Application from the Tenant under section 72 of the Act

The Tenant's Application for Dispute Resolution, filed on February 24, 2025 (the Cross Application), is for:

- A Monetary Order for the return of all or a portion of their security deposit under sections 38 and 67 of the Act
- Authorization to recover the filing fee for the Cross Application from the Landlords under section 72 of the Act

Service of Notice of Dispute Resolution Proceeding (Proceeding Package) and Evidence

The Tenant acknowledged receiving the Proceeding Package, including copies of the initial evidence submitted by the Landlords, by registered mail and raised no concerns regarding this service. The Landlords have submitted a copy of the Canada Post Customer receipt containing the tracking number for the registered mailing that they sent on February 22, 2025. I therefore find that the Proceeding Package for the Application was duly served to the Tenant in accordance with section 89(1) of the Act.

Landlord L.G. (the Landlord) acknowledged receiving the Proceeding Package for the Cross Application, including copies of the Tenant's evidence, by registered mail and raised no concerns regarding this service. The Tenant has submitted a copy of the Canada Post Customer receipts containing the tracking numbers for the registered mailing that he sent on February 27, 2025. I therefore find that the Proceeding Package for the Cross Application was duly served to the Landlords in accordance with section 89(1) of the Act.

The Tenant states that the Landlord sent him additional evidence by email just a few days before the hearing, noting that his email address was never provided as an address for service. The Tenant states he did not have time to review the additional evidence provided prior to the hearing, but confirmed he could view the documents if or when the Landlord referred to them during her submissions. The Landlord states the additional evidence consists only of text message correspondence between herself and the Tenant from the end of the tenancy that the Tenant told her he had saved.

Based on the submissions before me, I find that the Landlords' evidence that was included with the Proceeding Package was served to the Tenant in accordance with section 88 of the Act. Based on the Tenant's ability to view the documents sent to him by email and that the documents consist of correspondence between himself and the Landlord, I find that the additional evidence submitted by the Landlords was sufficiently served to the Tenant in accordance with section 71(2)(c) of the Act.

The Landlord states she was unaware the Tenant had provided video evidence to the Residential Tenancy Branch (RTB). The Tenant states the video he submitted was included on a USB stick that was sent to the Landlords with the Proceeding Package. The Landlord agrees she received a USB stick with the Proceeding Package but states she did not view the files on the USB stick because she thought it only contained electronic copies of the documents in the Proceeding Package.

Based on the submissions before me, I find that the Tenant's evidence was served to the Landlords in accordance with section 88 of the Act.

Amended Issues to be Decided

Are the Landlords entitled to compensation of $666.75 for tile cleaning?

Are the Landlords entitled to compensation of $340.00 for cleaning the rental unit?

Are the Landlords entitled to compensation of $609.00 for damage to the floor transfer and closet wall?

Are the Landlords entitled to compensation of $483.00 for wall repainting and a damaged baseboard?

Are the Landlords entitled to compensation of $357.21 for replacement of the oven front panel drawer?

Are the Landlords entitled to retain all or a portion of the Tenant's security deposit in partial satisfaction of the monetary award requested? And is the Tenant entitled to a Monetary Order for the return of all or a portion of their security deposit?

Is either party entitled to recover the filing fee for the Application or the Cross Application from the other?

Facts and Analysis

The parties agree this periodic tenancy started on April 15, 2023, with a monthly rent of $2,500.00 due on the first day of the month. The Tenant paid a pro-rated rent of $1,250.00 for April and then $2,500.00 from May 1, onwards. The Tenant paid a security deposit of $1,250.00 on April 9.

The Landlord states the Tenant's security deposit is not held in trust because the Landlords had to use the funds to pay for damage caused to the rental unit before new tenants could move in. It is undisputed that the security deposit has not been returned to the Tenant.

The parties agree that the tenancy ended on February 1, 2025, and that the Tenant provided his forwarding address in writing to the Landlord on the same day.

It is undisputed that the Landlord and the Tenant attended a move-in condition inspection of the rental unit at the start of the tenancy on April 15, 2023. A Condition Inspection Report (the CIR) was signed by both parties at that time.

It is also undisputed that both the Landlord and the Tenant attended a move-out inspection of the rental unit on February 1, 2025. The Landlord states she was not able to properly assess the condition of the rental unit during this inspection because her mother had recently died, she was on crutches due to an injury and unable to walk through the rental unit to examine everything, she was under the influence of painkillers, and she could not find her glasses to complete the CIR paperwork. For these reasons, the Landlord states the Tenant filled out the CIR on February 1, but she disagrees that it accurately reflected the condition of the rental unit.

The Landlord testified that, after Landlord G.G. viewed the rental unit, he noticed several issues that had not been recorded in the CIR. The Landlord states she then did a second walk through of the rental unit on her own later the same week and filled out another CIR that better reflected the condition of the rental unit when the Tenant moved out. The Landlord testified that no new tenants had moved into the rental unit before she completed the second CIR as the rental unit was vacant until February 15, 2025.

The Landlord testified that the rental unit was fully renovated before the Tenant moved in. The Landlord states the renovation was completed around March 2023. Therefore, the Landlord states, all flooring, cabinets, painting and appliances were less than two years old at the end of the tenancy in February 2025. The Tenant did not dispute this.

The Landlords are seeking compensation for cleaning expenses and the costs to repair damage to the rental unit that they say was caused by the Tenant. The Tenant disagrees that he did not leave the rental unit reasonably clean and undamaged. Therefore, the Tenant is seeking the full return of his security deposit.

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. In an application for compensation for damage or loss, the party making the claim bears the burden of proof. This means that the party claiming the damage or loss must establish that:

- The other party failed to comply with the Act, regulation or tenancy agreement
- Loss or damage resulted from the failure to comply
- The amount of or value of the damage or loss
- The party making the claim acted reasonably to minimize their damage or loss

Are the Landlords entitled to compensation of $666.75 for tile cleaning?

Section 37(2)(a) 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.

Policy Guideline #1 explains this requirement further and states the tenant must maintain "reasonable health, cleanliness and sanitary standards" throughout the rental unit and property. The tenant is generally responsible for paying cleaning costs where the property is left at the end of the tenancy in a condition that does not comply with that standard. A tenant is not responsible for reasonable wear and tear to the rental unit, or for cleaning to bring the premises to a higher standard than that set out in the Act.

The Landlord testified there was residue and staining left on the tiles and grout at the end of the tenancy. The Landlord states she does not know what caused the staining and that she asked the Tenant, but he did not give her an answer. The Tenant admits there was one area of the tile floor that he noted as dirty in the CIR but states he does not know what caused this. The Tenant states the stained area was where his garbage can was located, so it is possible this was a result of the garbage can never being moved from that one spot for the duration of the tenancy.

The parties agree that the Tenant tried to clean the stained area with dish detergent, but that he was unable to remove the staining or residue on the tiles.

The Landlords' evidence includes an invoice from a carpet and tile cleaning company in the total amount of $666.75. The itemized list in the invoice states the cost to steam clean the tiles in the kitchen was $131.25, including tax. The remainder of the invoice was for steam cleaning of the washroom floor, shower enclosure, kitchen back splash tiles, and to apply a "Premium Impregnating Tile and Grout Sealer" to all areas that were steam cleaned.

The Tenant's evidence includes a video walk through of the rental unit that he says he recorded on February 1, 2025, approximately ten minutes before the Landlord came to the rental unit to complete the move-out inspection. Although the video does not provide close-up images of the tile flooring, I find it corroborates the Tenant's testimony that he left the tile flooring and other bathroom and kitchen tiles reasonably clean, apart from the one area in the kitchen where his garbage can was located.

Conclusion

I find that the Landlords are entitled to a monetary award in the amount of $131.25 for professional cleaning of the kitchen floor tiles. I decline to award the Landlords compensation for the remainder of the cleaning set out in the invoice or for the cost to apply the premium sealer to the areas cleaned, as the evidence does not support a finding that these expenses were incurred as a result of the Tenant failing to comply with the Act or tenancy agreement.

Are the Landlords entitled to compensation of $340.00 for cleaning the rental unit?

As noted above, a Tenant is not generally responsible for paying cleaning costs unless the property is not left in a reasonably clean condition. Policy Guideline #1 clarifies that a tenant is not responsible for cleaning to bring the premises to a higher standard than that set out in the Act and states:

> An arbitrator may determine whether or not 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.

The invoice submitted into evidence by the Landlord for this portion of their claim states that a “Deep Cleaning” was done by two people over two hours, at a cost of $340.00.

The Landlord did not explain how or why the general cleaning of the rental unit that was completed by the cleaning company went beyond a standard cleaning that would ordinarily be done between tenancies.

In the absence of any evidence from the Landlord that establishes that the Tenant failed to leave the rental unit in a reasonably clean condition when he moved out, I am not satisfied that the Tenant failed to comply with the Act. Furthermore, as discussed above, I find that the video walk through submitted into evidence by the Tenant corroborates his testimony that the rental unit met the reasonable health, cleanliness and sanitary standards required by the Act when he moved out.

Conclusion

For the reasons set out above, I decline to award the Landlords a monetary award for the general cleaning of the rental unit, and I deny this part of their claim.

Are the Landlords entitled to compensation of $609.00 for damage to the floor transfer and closet wall?

Section 37(2)(a) of the Act requires that at the end of a tenancy, the tenant leave the rental unit undamaged, except for reasonable wear and tear. Policy Guideline #1 states:

> The tenant is also generally required to pay for repairs where damages are caused, either deliberately or as a result of neglect, by the tenant or his or her guest. The tenant is not responsible for reasonable wear and tear to the rental unit or site… 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 or not repairs or maintenance are required due to reasonable wear and tear or due to deliberate damage or neglect by the tenant.

The Landlords' evidence includes an invoice from a handyman in the total amount of $483.00 for repair of the floor transfer and closet wall. The itemized list in the invoice states the cost to replace the floor transfer was $273.00, including GST. The cost to repair the closet wall was $210.00, including GST.

Policy Guideline #40 sets out the "useful life" or expected lifetime of various building components under normal circumstances. The minimum useful life for any kind of flooring is 10 years.

I find that the photograph of the wood floor transfer between the kitchen flooring and adjoining floor submitted into evidence corroborates the Landlord's testimony that the floor transfer was cracked. Based on the Landlord's undisputed testimony that all the flooring in the rental unit was newly installed just before April 2023 when the Tenant moved in, I am satisfied that the flooring was less than two years old at the end of the tenancy. Therefore, under normal circumstances, the wood floor transfer was less than 20% through its useful life

The Tenant testified that he did not notice the cracked wood floor transfer during the move-out inspection. I accept this as a reasonable explanation for why the Tenant did not note this item in the CIR that he completed on February 1, 2025. However, the Tenant's failure to notice the cracked floor transfer does not prove that it was not cracked prior to the Tenant moving out.

Based on the evidence before me and the expected lifespan of flooring materials under normal circumstances, I find on the balance of probabilities that the cracked floor transfer was negligently caused by the Tenant during the tenancy. Therefore, the Landlords are entitled to compensation for the floor transfer replacement.

It is undisputed that the shelving in the closet was installed by the Landlords prior to the Tenant moving into the rental unit. The Tenant testified that the broken closet support, which resulted in the closet wall damage being claimed in the Landlords' Application, simply popped off the rack during the tenancy. The Tenant states he did not have the tools needed to fix it, so he just left it "as is" until the end of the tenancy.

Policy Guideline #40 states the useful life of closet and storage shelving is 20 years. However, based on the photographs submitted into evidence by the Landlords, and the lack of evidence as to the Tenant's deliberate or negligent actions which could have caused the closet support to break, I find that the damage claimed by the Landlords to

the closet wall was more likely related to the original installation of the shelving or possibly a manufacturer's defect, not to any deliberate or negligent act by the Tenant.

Conclusion

I find that the Landlords are entitled to a monetary award in the amount of $273.00 for replacement of the floor transfer.

I decline to award the Landlords compensation for damage to the closet wall as there is insufficient evidence to support a finding that the damage to the closet wall was caused by the Tenant failing to comply with the Act or tenancy agreement.

Are the Landlords entitled to compensation of $483.00 for wall repainting and a damaged baseboard?

The Landlords' evidence includes an invoice from a handyman in the total amount of $609.00 for wall painting, baseboard repair and finishing. I accept "finishing" in the invoice to mean painting or otherwise finishing the repaired baseboard to match the adjoining baseboards. The itemized list in the invoice states the cost to paint the walls was $420.00, including GST. The cost to repair and finish the baseboard was $189.00, including GST.

Policy Guideline #1 states that a tenant is responsible for washing scuff marks off the walls unless the texture of the wall prohibited wiping.

The Landlord testified that she believes some of the marks on one of the walls that required repainting was caused by the Tenant having his bed too close to the wall. The Tenant confirmed that he did have his bed up against the wall in the areas noted by the Landlord. He did not dispute that some marks were left on the walls.

Based on both parties' testimony and the photographs submitted into evidence by the Landlords, I accept there were some markings left on the walls after the Tenant moved out. However, I would characterize the scuff marks that remained after the Tenant cleaned the rental unit as reasonable wear and tear due to regular use. Therefore, I find the marks on the wall were not caused by the Tenant's failure to comply with the Act or tenancy agreement and the Landlords are not entitled to compensation for wall repainting.

The Tenant did not dispute that there was a 1.5-inch gouge or defect in the baseboard at the end of the tenancy as shown in the Landlords' photographs, though he did not provide any testimony as to when or how this damage occurred. Based on the photographs, I accept that the damage to the baseboard went beyond reasonable wear and tear. Therefore, the Landlords are entitled to compensation for the baseboard.

Conclusion

I decline to award the Landlords compensation for wall repainting as I am not satisfied the marks left on the wall went beyond reasonable wear and tear.

I find that the Landlords are entitled to a monetary award in the amount of $189.00 for repair of the damaged baseboard.

Are the Landlords entitled to compensation of $357.21 for replacement of the oven front panel drawer?

Policy Guideline #1 states that a landlord is responsible for repairs to appliances provided under the tenancy agreement unless the damage was caused by the deliberate actions or neglect of the tenant. It is undisputed that the stove/oven in the rental unit was provided as part of the tenancy agreement.

The Landlord testified that the front panel drawer of the oven could not be adequately cleaned after the Tenant moved out and that, for the oven to be suitable for the new tenants, the Landlords had to replace the drawer at a cost of $357.21. The Landlords' evidence includes a photograph of the Home Depot website showing the pre-tax cost of a replacement front panel drawer to be $318.94.

The Tenant testified that he put some items in the bottom drawer of the oven but that he never took them out to use them. The Tenant states the front panel drawer was not greasy or oily to the touch and disagrees that he did anything to cause the marks noticed by the Landlord and shown in the Landlords photographs.

Based on the photographs submitted into evidence by the Landlord, I am not satisfied that the oven front panel drawer was not left reasonably clean by the Tenant or that it was damaged in some way due to the Tenant's negligence or deliberate actions.

Therefore, I find that the Landlords, as the party making the claim, have failed to provide evidence over and above their testimony to prove that the Tenant caused damage to the oven front panel drawer that required its replacement.

Conclusion

For the reasons set out above, I decline to award the Landlords a monetary award for replacement of the oven front panel drawer, and I deny this part of their claim.

Summary

Section 67 of the Act states that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party.

For the reasons set out above, I find the Landlord is entitled to a Monetary Order for cleaning and damage to the rental unit under sections 37 and 67 of the Act, in the total amount of $593.25 ($131.25 + $273.00 + $189.00).

Are the Landlords entitled to retain all or a portion of the Tenant's security deposit in partial satisfaction of the monetary award requested? And is the Tenant entitled to a Monetary Order for the return of all or a portion of their security deposit?

Section 38 of the Act states that within 15 days of either the tenancy ending or the date that the landlord receives the tenant's forwarding address in writing, whichever is later, a landlord must repay a security deposit to the tenant or make an application for dispute resolution to claim against it.

It is undisputed that the Tenant's forwarding address was provided to the Landlord on February 1, 2025, the same day the tenancy ended. As the Landlords made the Application on February 15, 2025, I find that the Application was filed within the required 15 days.

Under sections 38 and 72 of the Act, I therefore allow the Landlords to retain $593.25 of the Tenant's $1,250.00 security deposit in full satisfaction of the monetary award.

The Landlord is required to return the balance of the security deposit, plus interest in the amount of $56.32, to the Tenant. Therefore, the Tenant is entitled to a return of $713.07 from their security deposit.

Is either party entitled to recover the filing fee for the Application or the Cross Application from the other party?

As each party was partially successful, I decline to make any awards regarding recovery of the $100.00 filing fee paid for the Application or the Cross Application under section 72 of the Act.

Conclusion

I Order the Landlords to retain $593.25 from the Tenant's security deposit in full satisfaction of the Application for a monetary award.

Monetary Issue	Granted Amount
A Monetary Order for damage to the rental unit or common areas under sections 37 and 67 of the Act	$593.25
Authorization to retain a portion of the Tenant's security deposit in full satisfaction of the Monetary Order requested under section 38 of the Act	-$593.25
Total Amount Granted	**$0.00**

I Order the Landlords to return **$713.07** to the Tenant in full satisfaction of their security deposit.

The Tenant is provided with this Order in the above terms and the Landlords must be served with **this Order** as soon as possible. Should the Landlords fail to comply with this Order, this 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 Act.

Dated: May 7, 2025

Residential Tenancy Branch