

DECISION

Introduction

This hearing was convened in response to cross-applications by the parties pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

The landlords requested:

- a monetary order for money owed or compensation for damage or loss pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenants pursuant to section 72.

The tenants requested:

- 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 this application from the Landlord under section 72 of the Act

Service of Applications and Evidence

Both parties confirmed receipt of each other’s applications and evidentiary materials, and that they were prepared to proceed with the scheduled hearing.

Issue(s) to be Decided

Are the landlords entitled to monetary compensation for damage caused by the tenants?

Are the tenants entitled to a monetary order for the return of their security deposit?

Are both parties entitled to recover the filing fee paid?

Background and Evidence

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

Evidence was provided showing that this tenancy began on September 1, 2017, with monthly rent of \$2,587.50 due on the first day of the month.

This tenants moved out on February 14, 2025. Both parties confirmed that the tenants had provided their forwarding address to the landlords on January 29, 2025. The tenants filed an application on March 7, 2025 requesting the return of their security deposit, plus compensation, for the landlords' failure to return their security deposit.

The landlords confirmed that they still hold a security deposit of \$1,100.00, but argued that they had performed a preliminary inspection prior to the move out date, but due to issues with cleaning, the landlords had provided the tenants with an extension to return to the rental unit to clean it. The landlords testified that the final inspection was completed on March 5, 2025, after the tenants had cleaned the rental unit, which is supported by the dates of signature on page 3 of the inspection report.

On March 8, 2025, the landlords filed an application requesting monetary orders for the following damage:

#1	Online Source	Fridge Door	\$666.68
#2	Home Depot	Living Room Blind	\$95.18
#3	Home Depot	Dining Room Blind	\$53.73
#4	Amazon	Replacement Slats	\$32.47

The landlords testified that the tenants failed to leave the rental unit in reasonably clean and undamaged condition. The landlords testified that the refrigerator door was scratched, and the blinds were damaged. In addition to the move-in and move-out inspection reports, the landlords submitted receipts, photos, and estimate to replace the refrigerator door.

The tenants disputed the landlords' monetary claims citing regular wear and tear. The tenants noted that on the move-in inspection report, there was a note that there was already damage to the refrigerator door. The tenants also noted the landlords' duty to mitigate any losses, and argued that the door did not require replacement due to cosmetic damage. The tenants noted that the door had not been replaced by the landlords, and there was no actual loss.

The tenants also dispute the claims for the broken blinds. The tenants testified that the blinds were damaged due to regular wear and tear. The tenants admitted to cutting the

cord to the dining room blind for safety reasons after an incident that involved their daughter.

Analysis

Is the tenant entitled to a Monetary Order for the return of all or a portion of their security and/or pet damage deposit?

Section 38(4) allows a landlord to retain from a security and/or pet damage deposit if, at the end of the tenancy, the tenant agrees in writing that the landlord may retain an amount to pay a liability or obligation of the tenant.

If the landlord does not have the tenant's agreement in writing to retain all or a portion of the security and/or pet damage deposit, section 38(1) 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, the landlord must either repay any security or pet damage deposit or make an application for dispute resolution claiming against the security deposit or the pet damage deposit.

Section 38(6) of the Act states that if the landlord does not return the deposit(s) or file a claim against the tenant within fifteen days, the landlord must pay the tenant double the amount of the deposit(s).

Based on the evidence and testimony before me, I find the landlord had received the tenant's forwarding address prior to the date that this tenancy was to end. I find the landlords did provide a reasonable explanation for why they did not file an application to retain the deposits until March 8, 2025. I find that the condition inspection report does support that although the original move-out date was February 14, 2025, the final inspection date took place on March 5, 2025. I find the information contained on the inspection report supports the landlords' version of the events that took place.

I find that although the tenancy had officially ended on February 14, 2025, the landlords had allowed the tenants additional time to attend at the rental unit to perform further cleaning. I find this extension effectively extended the date of the tenancy to March 5, 2025 as the tenants had access to perform a task that should have been completed prior to the original effective date of February 14, 2025. I find it reasonable to expect that the landlords would not have been in a position to confirm the return of the security deposit until this inspection took place on March 5, 2025. Accordingly, I find that the landlords were entitled to file an application or return the full deposit within 5 days of March 5, 2025. As this was achieved, I find that the landlords had complied with section 38 of the Act. Accordingly, I dismiss the tenants' monetary claim for double the deposit, without leave to reapply.

As the tenants were not successful with their claim, I dismiss their application to recover the filing fee.

Are the Landlords entitled to a Monetary Order for damage to the rental unit or common areas? Are the Landlords entitled to a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement?

Section 37(2)(a) of the *Act* stipulates 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.

To be awarded compensation for a breach of the Act, 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

In regard to the landlord's claims for the damaged refrigerator door, I am not satisfied that the landlords had sufficiently supported their claim of \$666.68 to replace the refrigerator door.

As noted in section 37(2)(a), there is an exception for reasonable wear and tear. In this case, although I accept that there are scratches to the refrigerator door, I do not find that the evidence supports that this damage was due to intentional or negligent actions of the tenants. I find that these scratches reflect regular use of the refrigerator over time, especially when the tenants resided in the home for over seven and a half years. I further accept the tenants' argument that there was pre-existing damage to the refrigerator door, which shows that the refrigerator was subject to wear and tear even prior to this tenancy. Considering that this appliance is heavily used, and considering the passage of time, I find it reasonable that there would be cosmetic damage to the door. Furthermore, the landlords had only submitted an estimate for replacement of the door. As the landlord has a duty to not only support the loss claimed, the landlord also has a duty to mitigate the amount claimed. Not only am I not satisfied that the landlords had justified that replacement of the door. I find that the landlords have not established any actual losses incurred by the due to the alleged damage. Accordingly, I dismiss this claim, without leave to reapply.

Similarly, I find that the landlord did not support the actual age of the blinds, and that the damage caused exceeded regular wear and tear. I find that the tenants had resided in the rental unit for a lengthy period of time, and regular wear and tear would be expected to take place over a period of over seven years. I find that the rental unit was previously occupied, and showed signs of damage and wear and tear, and the blinds do not appear to be brand new at the beginning of the tenancy.

I find that the tenants did admit to cutting the cord on the dining room blinds. Although they had referenced an event where the cord was cut for safety reasons, I find that this would still be considered deliberate damage caused by the tenants. I do not find that the tenants had established that the blinds or cords did not meet safety standards, and required the cords to be cut. Accordingly, I allow the landlord's monetary claim of \$53.73 for the dining room blind. I find the remaining damage to be regular wear and tear, and I dismiss these claims, without leave to reapply.

As the landlords' application had merit, I allow the landlords to recover the filing fee for this application.

In accordance with the offsetting provisions of section 72 of the *Act*, I order the landlord to retain a portion of the tenants' security deposit in satisfaction of the monetary awards granted to the landlord. The remaining portion, plus applicable interest, shall be returned to the tenants.

Conclusion

I allow the landlords a monetary award totaling \$63.73 as set out in the table below. In accordance with the offsetting provisions of section 72 of the *Act*, I order the landlords to retain a portion of the tenants' security deposit in satisfaction of the monetary award. The remainder shall be returned to the tenants plus applicable interest.

Item	Amount
Dining Room Blinds	\$53.73
Recovery of Filing Fee	100.00
Less security deposit held plus applicable interest	-1,193.86
Deposit to be returned to tenants	\$ 1,130.13

I issue a Monetary Order in the amount of \$1,130.13 in the tenants' favour for the return of the remaining portion of their security deposit, plus interest. Should the landlords fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

I dismiss the remaining claims, without leave to reapply.

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: June 14, 2025

Residential Tenancy Branch