



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

Page: 1

DECISION

Introduction

The Tenants seek the return and doubling of their security and pet damage deposits, pursuant to section 38 of the *Residential Tenancy Act* (the “Act”).

The Landlord seeks compensation, including the right to retain the security and pet damage deposits, pursuant to sections 7, 38, and 67 of the Act.

Both parties seek to recover the cost of their application fees, pursuant to section 72(1) of the Act.

Issues

1. Are the Tenants entitled to the return and doubling of their security and pet damage deposits?
2. Are the Tenants entitled to recover the cost of their application fee?
3. Is the Landlord entitled to compensation, including the right to retain the security and pet damage deposits?
4. Is the Landlord entitled to recover the cost of their application fee?

Background and Evidence

In an application under the Act, an applicant must prove their claim on a balance of probabilities. Stated another way, the evidence must show that the events in support of the claim were more likely than not to have occurred.

Although I have fully considered the parties’ submissions and the evidence to which they referred, I do not intend to refer in detail to all the evidence or testimony.

In respect of the Tenants’ application for the return of their deposits, the following facts are not in dispute:

1. The tenancy began on or about March 15, 2021, and ended on or about February 7, 2025, when the Tenants vacated the rental unit. (However, the tenancy could be considered “officially” ended on March 15, 2025, as rent was paid up to that date.)
2. The monthly rent, at the time the tenancy ended, was \$2,163.15, and this was paid on the 15th of the month.
3. There was a \$1,025.00 security deposit and a \$1,025.00 pet damage deposit paid on March 15, 2021.
4. The Tenants provided their forwarding address to the Landlord on or about February 7, 2025. The Tenants filed their application for dispute resolution on March 7, 2025.

In respect of the Landlord’s application, the Landlord presented the following:

1. They seek a total of \$3,520, including \$400.00 for repairs or replacement to a closet door and frame, \$400.00 for a windowsill, \$2,100.00 for the estimated cost of replacing the floors, \$20.00 for the cost of a broken window handle, \$600.00 for painting and repairs, and \$100.00 for the cost of the application fee.
2. The Landlord completed a Condition Inspection Report (the “Report”) at the start of the tenancy, March 9, 2021, to be exact. The Report does not appear to be signed by either Tenant.
3. The Landlord completed a new (not the original Report) Condition Inspection Report at the end of the tenancy. This report was completed on or about March 14, 2025, but it is not signed by either party.
4. The Landlord submitted an 18-page document which included several colour photographs of various parts of the rental unit in 2021 and in 2025. It is the Landlord’s position that the damages caused by the Tenants (which include nail holes, ripped weather stripping, dents and scratches—both manmade and cat-made—to the walls, and various scratches and scuff marks to the refrigerator), are beyond reasonable wear and tear.
5. The Landlord filed their application for dispute resolution on May 4, 2025.

Both parties submitted additional documentary evidence, which I have reviewed before making this decision on the parties’ applications.

Analysis

The Landlord's Application

Section 7 of the Act states that if a landlord or tenant does not comply with the Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results. A party claiming compensation must do whatever is reasonable to minimize their loss.

Section 67 of the Act permits an arbitrator to determine the amount of, and order a party to pay, compensation to another party if damage or loss results from a party not complying with the Act, the regulations, or a tenancy agreement.

To determine if a party is entitled to compensation, the following four-part test must be met: (1) Did the respondent breach the Act, the tenancy agreement, or the regulations? (2) Did the applicant suffer a loss because of this breach? (3) Has the amount of the loss been proven? (4) Did the applicant take reasonable steps to minimize their loss?

Section 37 of the Act requires 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. In this dispute, I have reviewed and considered the Landlord's evidence, and I am not persuaded that any of the damage is beyond what is considered reasonable wear and tear.

With respect, two tenants and two cats living in an eleven-year-old condo will, over the course of three years, cause reasonable wear and tear as depicted in the photographs and reflected in the condition inspection reports. I do not accept the Landlord's argument that the Tenants displayed a "total disrespect for the property." Therefore, it is my finding that the Tenants cannot be found to have breached section 37 of the Act, or any other section of the Act for that reason.

Therefore, upon careful consideration of all the oral testimony and documentary evidence presented before me, and applying the law to the facts, I find on a balance of probabilities that the Landlord has not met the onus of proving their claim for compensation.

The Landlord's application is thus respectfully dismissed without leave to reapply.

The Tenants' Application

Section 38(1) of the Act states that

- Except as provided in subsection (3) or (4) (a), within 15 days after the later of
- (a) the date the tenancy ends, and
 - (b) the date the landlord receives the tenant's forwarding address in writing,

the landlord must do one of the following:

- (c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;
- (d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

In this dispute, the evidence persuades me to find, on a balance of probabilities, that the Landlord received the Tenants' forwarding address on or about February 7, 2025. The Landlord neither repaid the deposits nor did they file an application for dispute resolution claiming against the deposits, within 15 days of February 7 at the earliest, or within 15 days of February 15 (the absolute last day of the tenancy).

Applying the law to the facts, then, it is my finding that the Tenants are entitled to the return of their \$1,025.00 security deposit and their \$1,025.00 pet damage deposit, plus interest in the amount of \$106.36, in accordance with the *Residential Tenancy Regulation*, B.C. Reg. 477/2003.¹

In respect of the Tenants' request that the returned amounts be doubled, I now turn to section 38(6) of the Act which states that

If a landlord does not comply with subsection (1), the landlord

- (a) may not make a claim against the security deposit or any pet damage deposit, and
- (b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable.

¹ Interest is calculated by using March 15, 2021, as the date on which the deposits were received by the Landlord and June 25, 2025, as the date the Landlord is ordered to return the deposits, and, by using the RTB's interest calculator at www.housing.gov.bc.ca/rtb/WebTools/InterestOnDepositCalculator.html.

In applying the law to the facts, the evidence leads me to further find, on a balance of probabilities, that the Landlord did not comply with subsection 38(1) of the Act. They neither returned the deposits nor did they file an application with the Residential Tenancy Branch within 15 days of February 15, 2025.

Therefore, the Landlord must pay the Tenants double the amount of the security and pet damage deposits, plus interest, and an additional \$100.00 for the cost of the Tenants' application fee (under section 72(1) of the Act), for a total of \$4,306.36.

Conclusion

The Tenants' application is granted. The Tenants are granted a monetary order, issued in conjunction with this Decision, in the amount of \$4,306.36. A copy of this order must be served by the Tenants upon the Landlord forthwith.

The Landlord's application is dismissed without leave to reapply.

This decision is made on delegated authority under section 9.1(1) of the Act.

Dated: June 25, 2025

Residential Tenancy Branch