



Dispute Resolution Services
Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

DECISION

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- recovery of the money for unpaid rent and/or utilities – request to retain security and/or pet damage deposit
- a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act
- a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act
- an order to retail all or a part of the Tenant's security and pet damage deposit
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

This hearing also dealt with a cross-application filed by the Tenant (the Tenant's Application) under the Act on March 2, 2025 seeking:

- an order that the Tenant's security and pet damage deposit be returned
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

Service of Notice of Dispute Resolution Proceeding (Proceeding Package) for the Landlords' application and Evidence

The Landlords testified that the Proceeding Package and evidence were served on the Tenant in person on March 19, 2025. The Landlords served additional evidence on the Tenant on May 26 and May 27, 2025. The Tenant acknowledged receipt of the Proceeding Package and evidence; however, the Tenant said they did not have sufficient time to review the evidence provided to them on May 27, 2025.

The Landlords said the evidence sent on May 27, 2025 was a document recording the timeline of events. As the May 27, 2025 evidence was submitted late and the Tenant did not have the opportunity to review the evidence, I find it would be procedurally unfair to include the May 27 evidence. Therefore, they are excluded. However, I informed the parties that the Landlords may give oral testimony on the excluded evidence if necessary.

The Tenant did not serve any separate response evidence in respect of the Landlords' application, and the evidence for both applications was included in the Tenant's Proceeding Package.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package) for the Tenant's application and Evidence

The Tenant testified that the Proceeding Package and evidence for the Landlords' and Tenant's applications were served on the Landlords in person on April 13, 2025. The Landlords acknowledged receipt of the Tenant's Proceeding Package and evidence. Therefore, I find the Landlords were served in person April 13, 2025 in accordance with sections 88 and 89(1) of the Act.

The Landlords did not serve any separate response evidence in respect of the Tenant's application, and the evidence for both applications was included in the Landlords' Proceeding Package.

Issues to be Decided:

1. Are the Landlords entitled to a Monetary Order for unpaid rent?
2. Are the Landlords entitled to a Monetary Order for damage to the rental unit or common areas?
3. Are the Landlords entitled to a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement?
4. Is the Tenant entitled to the return of the security and pet damage deposit?
5. Are the Landlords entitled to recover the filing fee for the Landlords' application from the Tenant?
6. Is the Tenant entitled to recover the filing fee for the Tenant's application from the Landlords?

Landlords' Claim

The Landlords claim compensation in the amount of \$8,661.70 as follows:

Unpaid rent (March and April 2025)	\$4,400.00
Replace refrigerator right door	\$299.41
Replace freezer door	\$347.55
Repair supplies	\$91.18
Vacuum Rental and shampoo	\$91.06
Countertop repair	\$367.50
Cleaning cost	\$315.00
Tenant Placement Fee	\$250.00
Liquidated damages	\$2,500.00
Total claim:	\$8,661.70

Tenancy Agreement and End of Tenancy

The parties agreed that this tenancy began on September 15, 2024, with the monthly rent at \$2,200.00, due on the first day of the month, with a security deposit in the amount of \$1,100.00 and a pet damage deposit in the amount of \$1,100.00.

The parties agreed that the Tenant moved out of the rental unit on March 1, 2025.

The Landlords said the move-out condition inspection was conducted on March 2, 2025. The Landlords said they filled out the move-out inspection report and the Tenant refused to sign it. The Landlords left a copy of the move-out inspection report on the countertop of the rental unit.

The Tenant said there was no move-out condition inspection conducted because on March 2, 2025, the Landlords met the Tenant at the rental unit and gave them more time to clean and fix up the rental unit. The Tenant said the Landlords offered to reschedule the move-out inspection for another day later in the week. The Tenant submitted into evidence a recording of the conversation on March 2, 2025 where the Landlords agreed to give the Tenant time to fix the rental unit and indicated the move-out condition inspection is not ready.

A condition inspection report was submitted into evidence by the parties. The Tenant agrees the move-in report reflects the condition of the rental unit when she moved into the rental unit.

There is no dispute that on February 18, 2025, the Tenant gave the Landlords a notice to end tenancy on February 28, 2025.

The Tenant provided their forwarding address to the Landlords on March 3, 2025 by text message, and also a form with their forwarding address on March 5, 2025. The Landlords do not dispute this.

Analysis

Are the Landlords entitled to a Monetary Order for unpaid rent?

The Landlords claim \$4,400.00 in unpaid rent for the months of March 2025 and April 2025.

Section 26 of the Act states that a tenant must pay rent to the landlord, regardless of whether the landlord complies with the Act, regulations or tenancy agreement, unless the tenant has a right to deduct all or a portion of rent under the Act.

Section 45 of the Act states that a tenant may end a periodic tenancy by giving the landlord notice to end tenancy effective on a date that is not earlier than one month after

the date the landlord receives the notice, and is the day before the day in the month that rent is payable under the tenancy agreement.

The Tenant gave their written notice to end tenancy on February 8, 2025. I find that the earliest date the Tenant could end the tenancy was March 31, 2025.

Furthermore, section 7 of the Act states that a landlord who claims compensation for damage or loss must do whatever is reasonable to minimize the damage or loss.

I find that the Tenant breached the Act when they ended their fixed term lease prematurely and but for the Tenant's breach the Landlords would not have suffered a loss of rent for April 2025. Based on the Landlords' submissions and screenshots of the Landlords' postings and inquiries, I find the Landlords took reasonable steps to minimize the loss and had made efforts to fill the vacancy as soon as possible.

Based on the above, I award the Landlords \$4,400.00.

Are the Landlords entitled to a Monetary Order for damage to the rental unit or common areas?

To be awarded compensation for cleaning and damage, the Landlords must demonstrate that the Tenant breached section 37 of the Act by not leaving the rental unit reasonably clean, and undamaged except for reasonable wear and tear. With reference to Policy Guideline 1, a tenant is 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.*

A tenant is not responsible to compensate a landlord for changes to the rental unit that are a result of reasonable wear and tear caused by living in the rental unit. A tenant is not responsible for cleaning to bring the premises to a spotless condition or the state it was when the tenant moved in. It is not the tenant's responsibility to have the rental unit 'move-in ready' for a new tenant.

Fridge and Freezer door

The Landlords are claiming \$646.96 to repair the fridge door and freezer door. The Landlords said the Tenant and their pet dented the fridge doors and left scratch marks on the freezer door. The Landlords submitted into evidence photos of a fridge door with two dents and a freezer door with extensive scratches, and estimates to replace the fridge and freezer door.

The Tenant admits that they dented one of the fridge door. The Tenant denies that they caused damage to the other fridge or freezer door.

The move-in inspection report made no mention about any dents or scratches on the fridge or freezer door.

Based on the Landlords' photos and the Tenant's admission, I find the Tenant damaged the fridge door. I find the Landlord proved the Tenant breached section 32 of the Act by damaging the fridge and freezer doors and the Landlord suffered the loss claimed.

Although the Tenant denies damaging and causing scratches on the freezer door, based on the move-in inspection report and the Landlord's photo of the freezer door taken on March 2, 2025, I find that on a balance of probabilities that the Tenant and/or their pet caused the extensive scratches on the door due to the Tenant's neglect. Therefore, I find the Landlord is entitled to compensation for replacement of the fridge and freezer door.

I award the Landlord \$646.96 for the cost of replacing the fridge and freezer door.

Repair Supplies

The Landlords claim \$91.18 for repair supplies. The Landlords said the door stopper was missing in the bedroom and was damaging the door, and they also had to fix the hole in the wall and the dents and scratches on the doors and walls caused by the Tenant's dog.

The Tenant denies that they damaged the walls, and that the damages claimed by the Landlords were normal wear and tear. The Tenant said there was one screw they made during the tenancy to hang something in the bathroom. The Tenant said they had their uncle, who is a professional painter, to come and touch up those tiny marks on March 3, 2025, but the Landlords kicked them out.

Based on the submissions of the parties and the photos, I find the Landlords have failed to establish the Tenant is in breach of the Act and had caused damage to the walls either by the deliberate actions or neglect of the Tenant. I find the marks on the walls were caused by normal wear and tear.

Policy Guideline 1 states that tenant must pay for repairing walls where there are an excessive number of nail holes, or large nails, or screws or tape have been used and left wall damage.

There is no evidence that the Tenant has caused an excessive number of nail holes or screws, I therefore find the Tenant not responsible for the repair of the walls.

Thus, I dismiss this claim without leave to reapply.

Rent vacuum and Shampoo

The Landlords claim \$91.06 for renting a vacuum and shampoo for carpet cleaning. The Landlords claim that the carpet was not cleaned properly and there was pet smell in the carpet. The Landlord submitted into evidence a receipt for vacuum rental and purchase of a pet formula.

The Tenant denies that they are responsible for the Landlords' cost of renting the vacuum and purchasing the pet formula as they have their own carpet cleaner and the Tenant was going to clean the carpet themselves as the Landlord had given them permission to do that. The Tenant said the carpet was not shampooed before the Tenant moved in and a dog was living there.

Residential Tenancy Policy Guideline 1 states that the tenant may be expected to steam clean or shampoo the carpets at the end of the tenancy, regardless of the length of tenancy, if he or she, or another occupancy, has had pets which were not caged or if he or she smoked in the premises.

As the Tenant had pets in the rental unit and there is no evidence that the Tenant had cleaned or shampooed the carpets at the end of the tenancy, I find the Tenant is expected to steam clean or shampoo the carpets. Therefore, I find the Landlord is entitled to compensation for renting the vacuum and shampooing of the carpet.

I award the Landlord \$91.06 for the cost of renting a professional vacuum and purchasing a pet formula to clean the carpet.

Countertop Repair

The Landlords claim \$367.50 for the repair of the countertop. The Landlords said the Tenant damaged the kitchen countertop and submitted photos of the countertop pits.

The Tenant denies that they damaged the countertop. The Tenant said the Landlords only submitted an estimate and not an invoice or receipt for the repair.

The Landlords said the countertop was repaired on or about March 21, 2025, which is after they filed their application, and therefore they did not submit an invoice for the repair.

In the move-in inspection, it states the kitchen was new and there was no mention about any pitting or holes in the countertop.

Thus, I find the Landlords proved the Tenant breached section 32 of the Act by damaging the kitchen countertop and the Landlord suffered a loss.

Although the Tenant denies damaging the kitchen countertop, based on the move-in inspection report and the Landlord's photo of the kitchen countertop taken on March 2, 2025, I find that on a balance of probability that the kitchen countertop damage is due to the Tenant's neglect. Therefore, I find the Landlord is entitled to the cost of repairing the countertop.

I find the estimates provided by the Landlords are sufficient proof of the Landlord's loss.

I award the Landlords \$367.50 for the repair of the countertop.

Cleaning

At the hearing, the Landlords said they are claiming \$195.30 in cleaning fee. The Landlords said the rental unit was not properly cleaned as there was pet hair everywhere, the kitchen and cabinets were not wiped, the bathroom cabinets were dirty and sticky. There were also marks on the wall, and the windows were dirty. The dishwasher's filter was not cleaned. The floor was not vacuumed or mopped. The Landlords submitted into evidence photos of the state of the rental unit taken on March 2, 2025. The Landlords provided an invoice for the cleaning of the rental unit.

The Tenant said the bathroom was sanitized and the cabinets were wiped on March 3, 2025 when they returned to the rental unit to conduct further cleaning. The Tenant said a move-out inspection was never conducted. The Tenant said the Landlord should be responsible for the cost of the cleaning.

In response, the Landlord said when they attended the rental unit on March 3, 2025, the rental unit was still unclean and there were still quite a bit of pet hair on the carpet. The cabinets were not wiped and the windows were in the same condition. The bathroom cabinets were still sticky.

Based on the photos taken by the Tenant on March 3, 2025, I find the Tenant had left the rental unit in a reasonably clean state in accordance with the Act. 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 as per Policy Guideline 1 and the Act, which states that the rental unit must be left *reasonably clean*.

Based on the above, I find there is no evidence that the Tenant breached the Act or the tenancy agreement. I dismiss the Landlord's claim for compensation for cleaning cost.

Tenant Placement Fee

The Landlords claim \$250.00 in tenant placement fee. The Landlords said they hired their realtor, who is also their friend, to advertise their rental unit as they were not receiving responses to their postings.

The Tenant said the Landlords did not submit any proof of actual payment of the tenant replacement fee. The Tenant suggests that the Landlord's realtor, who is a friend of the Landlords, could have just made an invoice for the Landlords.

The Tenant terminated the tenancy before the end of the fixed term, in breach of the tenancy agreement. The Landlords attempted to mitigate their loss by hiring a tenant placement team and advertise their rental unit on their professional realtor's websites.

But for the Tenant's breach the Landlords would not have suffered a loss of rent and be required to re-rent their rental unit. Based on the Landlords' submissions and the tenant placement contract, I find the Landlords are entitled to compensation for the cost of hiring their tenant placement team.

I award the Landlords \$250.00.

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

Liquidated Damage

The Landlord claims \$2,500.00 in liquidated damages. The Landlords said the Tenant breached a material term of the agreement by terminating the tenancy before the end of the fixed term. Due to the Tenant's breach, the Landlords lost revenue and had to re-rent the rental unit. The technicians also told the Landlords that the fridge might stop working because it was kicked and damaged. The Landlords also found there was a clog in the bathroom.

Clause 5 of the tenancy agreement states:

LIQUIDATED DAMAGES. If the tenant breaches a material term of this Agreement that causes the landlord to end the tenancy before the end of any fixed term, or if the tenant provides the landlord with notice, whether written, oral, or by conduct, of an intention to breach this Agreement and end the tenancy by vacating, and does vacate before the end of any fixed term, the tenant will pay to the landlord the sum of \$2,500.00 as liquidated damages and not as a penalty for all costs associated with re-renting the rental unit. Additionally, the tenant will pay any rental revenue losses or damages caused by the early end of the tenancy, and any other amounts owing to the landlord under this Agreement.

The Tenant said the Landlords are using liquidated damages as a penalty, and that the fridge was working when the Tenant moved out. The Tenant said it is unfair that the Tenant be held accountable for the damages done to the fridge after new tenants have moved in and the Landlords had also stayed at the rental unit after they moved out.

Residential Tenancy Policy Guideline 4 states that a liquidated damage clause is a clause in a tenancy agreement where the parties agree in advance to damages payable in the event of a breach of the tenancy agreement. Policy Guideline 4 further states that the amount agreed to must be a genuine pre-estimate of the loss at the time the contract is entered into, otherwise the clause may be held to constitute a penalty and as a result will be unenforceable.

I find the Landlords have not provided evidence to establish how \$2,500.00 was a genuine pre-estimate of loss should the Tenant break the tenancy. The Landlord did not provide any actual details or explain how the amount was calculated to determine

the estimate for costs related to re-renting the rental unit. As such, I find the Landlords' liquidated damages clause to be a penalty and is unenforceable. This portion of the Landlords' claim is dismissed.

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

Sections 24 and 35 of the Act require landlords and tenants to participate in move-in and move-out inspections, the detailed requirements for which are stipulated in Regulation.

The significance of the condition inspection reports is noted in Regulation 21 which states that in dispute resolution proceedings, a condition inspection report completed in accordance with the Act and Regulation is evidence of the state of repair and condition of the rental unit on the date of the inspection, unless either the landlord or the tenant has a preponderance of evidence to the contrary.

The inspection report has not been signed by the Tenant. The Tenant denies a move-out inspection was conducted because the Landlords gave the Tenant more time to clean and repair the rental unit on March 2, 2025 when the move-out condition inspection was originally scheduled to take place. The Landlords claim the Tenant refused to sign the inspection report on March 2, 2025 and that a copy of the report was left on the counter.

Section 35(4) of the Act requires the landlord and tenants to sign the move-out condition inspection report.

Based on the testimony of the parties and the voice recording of March 2, 2025, I find the Landlords did not complete a move-in condition inspection compliant with the Act. I find the condition inspection report the Landlords claimed was completed on March 2, 2025 to be invalid as the Tenant was given more time to clean and repair the rental unit, which the Tenant went back to the rental unit to do on March 3, 2025.

If the Landlords' application did not include claims other than *damage to the rental unit* and was not submitted within 15 days of the later of, the date the tenancy ended, or the date the Landlord received the Tenant's forwarding address, I would be required under section 38(6) to double the value of the Tenant's deposit.

Because the Landlords applied within the 15 day deadline for compensation *other than damage to the rental unit* (unpaid rent, cleaning cost, carpet cleaning, tenant placement fee) for the whole value the security deposit and pet damage deposit, the value of the Tenant's deposits is not doubled.

Under section 72 of the Act, I allow the Landlords to retain the Tenant's security damage deposit and pet damage deposit in the amount of \$2,200.00, plus interest in the

amount of \$27.26, calculated from September 15, 2024 to June 19, 2025, in partial satisfaction of the monetary award.

Are the Landlords entitled to recover the filing fee for the Landlord's application from the Tenant?

As the Landlord was partially successful in their application, I find that the Landlord is entitled to recover the \$100.00 filing fee paid for this application under section 72 of the Act.

Is the Tenant entitled to recover the filing fee for the Tenants' application from the Landlords?

As the Tenant was not successful in their application, I find that the Tenant is not entitled to recover the \$100.00 filing fee paid for this application under section 72 of the Act.

Conclusion

I grant the Landlord a Monetary Order in the amount of **\$3,628.26** under the following terms:

Items	Amount Claimed	Amount Awarded
Unpaid rent (March and April 2025)	\$4,400.00	\$4,400.00
Replace refrigerator right door	\$299.41	\$299.41
Replace freezer door	\$347.55	\$347.55
Repair supplies	\$91.18	\$0.00
Vacuum Rental and shampoo	\$91.06	\$91.06
Countertop repair	\$367.50	\$367.50
Cleaning cost	\$315.00	\$0.00
Tenant Placement Fee	\$250.00	\$250.00
Liquidated damages	\$2,500.00	\$0.00
Filing Fee	\$100.00	\$100.00
Sub-total:	\$8,661.00	\$5,855.52

Deposits plus accrued interest		-\$2,227.26
Total monetary award		\$3,628.26

The Landlords are provided with this Order in the above terms and the Tenant(s) must be served with **this Order** as soon as possible. Should the Tenant(s) 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: June 19, 2025.

Residential Tenancy Branch