

DECISION

Introduction

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

- a Monetary Order for unpaid rent under section 67 of the Act
- 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
- 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 this application from the Tenant under section 72 of the Act

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

- a Monetary Order for return of double the security deposit and pet damage deposit
- a Monetary Order for compensation because my tenancy ended as a result of a Four Month Notice, and the landlord has not complied with the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

Issues to be Decided

Is the Landlord entitled to a Monetary Order for unpaid rent for damages to the rental unit?

Is the Landlord entitled to a Monetary Order for money owed or compensation for damage or loss?

Is the Landlord entitled to keep all or a portion of the Tenant's security deposit or pet damage deposit?

Is the Tenant entitled to a Monetary Order for compensation for the Landlord failing to accomplish the stated purpose on a notice to end tenancy and for double the security deposit and pet damage deposit?

Background and Evidence

The parties agreed that the Tenant moved in on October 20, 2024, monthly rent of \$2,000.00 was payable each month. A security deposit of \$2,950.00 and a pet deposit of \$1,425.00 (Deposits) were paid by the Tenant. The tenancy ended on April 2025.

As noted above the security deposit exceeded the legal maximum permitted under Section 19(1) of the Residential Tenancy Act, which allows a landlord to collect no more than half a month's rent as a security deposit. The landlord acknowledged that they were unaware of this limitation at the time of collection but later learned of the restriction.

The parties agreed that a move-in and move-out condition inspection report was completed. I note the move-out inspection report is not signed by the Tenant, as the Landlord forget to have it signed.

Landlord's application

The landlord claims as follows:

a.	Unpaid utilities	\$ 173.04
b.	Shower curtain and rod	\$ 115.00
c.	Broken doors	\$ 398.00
d.	Stove	\$ 995.00
e.	Kitchen countertop	\$ 5,168.75
f.	Oven trays	\$ 100.00
g.	Patio furniture	\$ 300.00
h.	Patio mould and dirt	\$ 350.00
i.	Bedroom light fixture	\$ 85.00
j.	Stress and mental health	\$ 2,500.00
k.	Filing fee	\$ 100.00
	Total claimed	\$10,284.79

Unpaid utilities

Unpaid utilities totaling \$173.04, which included BC Hydro and Internet charges. The Tenant agreed to pay this amount, acknowledging responsibility for usage until April 20, 2025.

Shower curtain and rod

The Tenant agreed to pay for the shower curtain and rod totaling \$115.00.

Broken doors

The Landlord testified that the door has somehow been pulled off the track, and it is cracked at the top of the door where the pin goes in for it to run along the track and the pin is missing. The Landlord stated that the original door they paid \$198.00 and the labour to reinstall the pins, and reenforce the door will cost \$200.00.

The Tenant testified that they did not do any damage to the doors, and they had come off the tracks under normal use.

Stove

The Landlord testified the stove top was permanently damaged due to scratches in the glass by the Tenant. The Landlord stated that the stove was still functional but claimed it was experiencing issues such as shutting off unexpectedly. The Landlord stated that they have not replaced the stove, but they are seeking the cost of \$995.00 as that was the original amount paid.

The Tenant testified that there are some minor scratches to the stove top; however, this is normal wear and tear. The Tenant stated that the stove was functioning properly when they left and if the stove is malfunctioning, they would have no control over the electronics and that is a repair the Landlord is responsible to make.

Kitchen countertop

The Landlord testified that the Tenant damaged the countertop as there was nail glue on the quartz surfaces in the kitchen and bathroom. The landlord testified that they attempted to clean the substance with non-abrasive products but was advised by a contractor not to scrape it with a blade due to potential damage. The Landlord claimed the residue was consistent with nail glue and linked it to the tenant's personal nail care activities.

The tenant acknowledged one spot of nail glue on the island countertop and stated that they did not notice it until the move-out inspection. The Tenant stated that nail glue can be removed with acetone as that is how they remove it from their own nails.

Oven trays

The Landlord claimed \$100 for three oven trays that they stated were purchased for approximately \$35 each from a specialty shop. The Landlord stated that the trays were given in good condition but returned dirty and damaged.

The tenant acknowledged the trays were used and not in pristine condition at the end of the tenancy; however, disputed the valuation, offering \$30–\$40 in compensation.

Patio furniture

The Landlord testified that stools, two chairs and a couch were damaged by the Tenant. The Landlord testified that one chair was broken, another was bent and unusable, and the couch had a torn cushion and was dirty. The Landlord claimed \$300.00 for all items but could not specify individual costs.

The Tenant disputed responsibility, stating that one chair was already damaged at move-in. The Tenant stated that the furniture was outdoor and exposed to the elements during fall and winter and this was not within their control.

Patio mould and dirt

The Landlord testified that the Tenant left the patio with mould and dirt. The landlord stated they received a quote of \$350 for cleaning but had not yet undertaken the work.

The Tenant argued that the condition was due to natural weather and believed the condition was consistent with normal wear and tear.

light fixture

The Landlord testified that the original pot light was removed and replaced incorrectly by the Tenant's father. The replacement was not compatible, and they had to purchase and install a new fixture.

The Tenant acknowledged the replacement was incorrect and the Tenant did not dispute the need for replacement.

Stress and mental health

The Landlord claims \$2,5000 and writes the following details in their application:

Provide a complete list of the items you are requesting compensation for:

I don't know if I can claim any money for stress and doing all this work because I trust my tenants and never have to worry about any of this. They have lied to me again and again since they moved in. They got a job in the US so wanted to break the lease without the liability to find a replacement or pay. They have used mental illness as an excuse to break the lease afterwards, have had some bad experience with men which they have also tried to use to not do the inspect*see RTB-42L*

The Landlord further claims stress and health impacts, citing elevated blood sugar levels due to the dispute and referencing his condition as a Type 1 diabetic. The Landlord testified that the tenant's actions, including delayed repairs, legal threats, and video recordings without consent, caused significant emotional distress

I did not require the Tenant to provide testimony to this issue.

Tenant's application

12 month compensation

The Tenant confirmed they did not receive a written notice to end tenancy under section 49 of the Act.

I did not require the Landlord to provide testimony on this issue.

Double the Deposits

The Tenant asserts the landlord failed to return the Deposits or file a claim within 15 days of receiving the forwarding address. The Landlord claims ongoing discussions about damage repair constituted an agreement to delay the return, the Landlord stated that even after they received the Tenant's forwarding address the Tenant was contacting them asking them to use a certain company for the repairs.

The Tenant does not deny post discussion and stated that they just want their Deposits back.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities. In this case, both parties have the burden of proof to prove their respective claim.

Where one party provides a version of events in one way, and the other party provides an equally probable version of events, without further evidence, the party with the burden of proof has not met the onus to prove their claim and the claim fails.

Section 7(1) of the Act states that if a landlord or tenant does not comply with the Act, regulation, or tenancy agreement, the non-comply landlord or tenant must compensate the other for damage or loss that results.

Section 67 of the Act provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

Landlord's application

Unpaid utilities

The Tenant agreed to pay for usage of the hydro bill and internet until April 20, 2025. Therefore, I find the Landlord is entitled to recover utilities totaling **\$173.04**.

Shower curtain and rod

The Tenant agreed to pay for the shower curtain and rod, acknowledging that she discarded the original curtain and replaced the rod with one of a different colour. Therefore, I find the Landlord is entitled to recover the cost of **\$115.00**.

Broken doors

The Landlord is claiming for broken doors that came off the tracks. I find the Landlord has failed to prove that this was not from reasonable use. Even if the upper portion of the door appears to have a small crack, this area of the door was not inspected and could have been cracked at the start of the tenancy, which may have resulted in the doors slipping off the tracks. Therefore, I dismiss this portion of the Landlord claim.

Stove

I accept that the glass stove top has some minor scratches on the glass. However, the pre-move-in inspection of the stove, although taken at a different angle, also shows some minor scratches. This does not lead me to believe the entire stove needs to be replaced or all the scratches were from the Tenant.

While the Landlord stated that they are experiencing issues such as the stove shutting off unexpectedly there is no evidence that leads me to believe this was from the actions or neglect of the Tenant, as the Tenant would have no control over the stove shutting off unexpectedly. I would expect to see a report from a qualified repair person to show this is not a normal repair, such as replacing a malfunctioning sensor. The Landlord is responsible to maintain and repair major appliances. Further, I note in the Landlord's written submission they indicate the stove was functioning fine. Therefore, I dismiss this portion of the Landlord's claim.

Kitchen countertop

I accept that there is minor clear nail glue on the countertop, which does not lead me to believe the countertop needs to be replaced. Minor surface residue that can be removed without permanent damage may be considered normal wear and tear. The Landlord did not attempt professional removal or provide evidence of permanent damage. The Landlord is aware that this is nail glue which is said to be removable with an acetone. As the Landlord has not attempted the removal with the correct product or even attempted to scrap this off, I find the Landlord has not met the burden of proof. Therefore, I dismiss this portion of the Landlord's claim.

Oven trays

In this case, the Landlord seeks to recover \$100.00 for three oven trays that are intended for cooking. The Landlord has provided no supporting evidence of the value, such as the original receipt or the replacement receipt. The trays were identified as

Wilton brand, a common and moderately priced product. Given the lack of documentation and the Tenant's reasonable offer, I find the Landlord is entitled to recover **\$40.00** to be a fair award.

Patio furniture

The Landlord claimed damage to stools, chairs, and a couch. The tenant disputed responsibility and stated one chair was already damaged at move-in and deny any other damage. No inspection report confirmed the condition of the exterior furniture.

In this case, I am not satisfied the damage was done by the Tenant's actions or neglect. The chair which shows it was ripped in the seating area and of a fabric cloth which appears to have ripped under normal use. The Landlord did not provide any protective covers that would stop the elements, from impacting the furnishings while left out in the elements. The Landlord cannot claim damages when they have not provided any protective covers for the furniture. Further, the Landlord has not provided any supporting evidence of the value. Therefore, I dismiss this portion of the Landlord's claim.

Patio mould and dirt

I accept the photographs show algae and dirt on the outdoor patio. However, this is from the elements, not from the action or neglect of the Tenant. I find based on the photographs it is the Landlord's reasonability to remove the algae/ mould from the patio at reasonable intervals, such as power washing, this is considered maintenance of their property. Therefore, I dismiss this portion of their claim.

light fixture

The Tenant did not deny they had purchased the wrong light bulb for the fixture and did not dispute the amount claimed. Therefore, I grant the Landlord **\$85.00**.

Stress and mental health

I accept the Landlord may be stressed and has their own health issues. However, the fact that the Tenant's wanted to negotiate ending their tenancy earlier than specified in the tenancy, is not a breach of the Act. Delays in repairs, is not the fault of the Tenant as the Landlord could have made the repairs as soon as the tenancy ended, which even at the hearing no repairs were completed.

Furthermore, emotional stress, such as legal threats do not justify compensation and the Tenant was entitled to take videos of the rental unit and any conversation with the Landlord as long as they are both engaged in that conversation. Therefore, I dismiss this portion of the Landlord's claim.

Based on the above, I find that the Landlord has established a total monetary claim of **\$513.04** comprised of the above described amounts and the \$100.00 fee paid for this application

Tenant's application

12 month compensation

The tenant confirmed she did not receive a written notice to end tenancy under section 49 of the Act. Therefore, I find the Tenant is not entitled to compensation under section 51 of the Act.

Double the Deposits

Under section 38 of the Act, the Landlord is required to return the Deposits within 15 days of the tenancy ending or the date the Landlord receives the forwarding address. The Landlord file their application one day late.

While in most cases, I would agree that the Tenant would be entitled to double; however, the supporting evidence provided by the Landlord was that the Tenant clearly was negotiating with the Landlord to have a company they wanted the Landlord to use. Based on this post discussion, I find it would be unreasonable to apply the doubling provision under the Act.

As the Tenant paid Deposits totaling the amount of \$4,375.00, which has incurred interest of \$50.55 for a total of \$4,425.55, and as I have found the Landlord is entitled to recover the amount of \$513.04. I authorize the Landlord to keep \$513.04 from the Deposits in full satisfaction of this award. This leaves a balance of **\$3,912.51** due of the Deposits to the Tenant.

I find the Tenant is entitled to a Monetary Order for the balance due of the Deposits, and interest in the amount of **\$3,912.51**. Should the Landlord fail to return the said amount to the Tenant, the Tenant may enforce the Monetary Order in the Provincial Court (Small Claims) as an order of the Court. The Landlord **is cautioned** that costs of such enforcement are recoverable from the Landlord.

Conclusion

The Landlord is entitled to a monetary award as stated above, the Landlord is entitled to keep this amount from the Tenant's Deposit in full satisfaction of their claim. The Landlord must return the balance of the Deposits to the Tenant.

I grant the Tenant a Monetary Order should the Landlord fail to comply with the return of the Deposits. The Tenant's application for compensation under section 51 of the Act is dismissed.

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: August 25, 2025

Residential Tenancy Branch