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 damage to the rental unit or common areas under sections 32 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 this application from the Tenant under section 72 of the Act

It also dealt with the Tenant's application 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 this application from the Landlord under section 72 of the Act

Landlord A.P. and Landlord J.P. attended for the Landlord.

Tenant S.K. and Tenant A.K. attended for the Tenant.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

The Tenant confirmed receipt of the Proceeding Package through registered mail and that they had enough time to review it. Therefore, I find the package properly served per section 89 of the Act.

The Landlord confirmed receipt of the Proceeding Package through registered mail and that they had enough time to review it. Therefore, I find the package properly served per section 89 of the Act.

Service of Evidence

The Tenant confirmed receipt of the Landlord's evidence through registered mail and that they had enough time to review it. Therefore, I find that it was served per section 88 of the Act.

The Landlord confirmed receipt of the Tenant's evidence through registered mail and that they had enough time to review it. Therefore, I find that it was served per section 88 of the Act.

Issues to be Decided

Is the Landlord entitled to a Monetary Order for damage to the rental unit or common areas?

Is the Landlord entitled to retain all or a portion of the Tenant's security deposit in partial satisfaction of the monetary award requested? If not, is the Tenant entitled to the return of all or portion of their security deposit?

Is the Landlord entitled to recover the filing fee for this application from the Tenant?

Is the Tenant entitled to recover the filing fee for this application from the Landlord?

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.

Both parties agreed about the following:

- The tenancy began on October 15, 2025.
- The rent was $3,296.00 and was due on the first day of each month.
- There was a $1,600.00 security deposit. The Landlord still holds $660.00, and the rest has been returned.
- The Tenant provided their forwarding address on April 16, 2025.
- Both parties attended the move-in and move-out inspections. The Landlord completed a condition inspection report and gave the Tenant a copy.

The Tenant testified the tenancy ended on April 29, 2025. The Landlord testified it ended on April 30.

The Landlord is making a claim for the following damage:

Task	Hours	Rate/hour	Cost
Mowing & trimming overgrown grass	4	$ 30.00	$ 120.00
Shrub trimming & Leaf Raking	4	$ 30.00	$ 120.00
Relocating firewood (fire hazard)	1	$ 30.00	$ 30.00

Re-seed areas of damaged lawn	1	$30 + $50 (supplies)	$ 80.00
Replacement of Dining Area Chandelier			$ 300.00
Reprint of missing Dishwasher & Washer/Dryer User Manual			$ 10.00
Total Deduction*			**$ 660.00**

The Landlord testified that the hours and rates reflect the time they personally spent repairing the damage. They stated the compensation rates are based on industry averages. They argued that a professional could not have completed the work faster.

Both parties provided a copy of the condition inspection report. It did not mention any problems at the end of the tenancy.

The Landlord testified that their agent conducted the condition inspection. The agent did not include yard details due to limited space on the report but told the Landlord the yard was in rough shape. The missing chandelier was discovered later. The agent did not test the irrigation system at the start of the tenancy because it was winter and using it risked frost damage.

Yard Work

Both parties provided a signed tenancy agreement. Utilities, including water, were the Tenants' responsibility. The tenancy agreement stated the following regarding yard work:

> **"2. Irrigation**
> City of Kelowna bylaws must be respected for watering schedules[sic] Instructions will be provided by the landlord. Any issues please notify us[sic].
>
> **3. Yard**
> Maintenance of the yard is the responsibility of the tenants (grass, fall cleanup etc., including tree/bush trimming as needed)"

Both parties agree the residential property had an irrigation system. The Tenants told the Landlord it was not working. The Landlord did not repair it during the tenancy.

The Landlord testified the irrigation system did not work because it was not plugged in. They did not know if this was the Tenant's fault or if it was unplugged at the start of the tenancy. The Landlord said they tried to arrange repairs, but no one would do it without replacing the entire system.

The Tenant testified the irrigation system did not work when they moved in.

The Landlord testified the yard was in poor condition at the end of the tenancy. The grass was overgrown, weeds had sprouted, bushes had died and were overgrown, and a pile of leaves was left behind. Some grass patches had died and needed re-seeding. The Landlord had provided tools for yard maintenance.

The Tenant testified the lawn was in poor condition due to lack of irrigation. They said the yard was already in poor condition when they arrived. The residential property was too large to water manually without an irrigation system.

The Landlord argued the Tenants could and should have manually watered the residential property.

The Landlord provided yard photos. Some were labelled as taken before the tenancy, and others after the move-out. The Landlord testified the move-out photos were taken on May 9, 2025.

The Tenant provided pictures of the yard taken during their tenancy.

Firewood

The Landlord testified the Tenant left firewood behind, which the Landlord had to remove.

The Tenant testified the firewood was there at the start of the tenancy.

The Landlord provided a picture of the firewood.

Chandelier

Both parties agree the Tenant removed a chandelier from the rental unit and replaced it with new lighting without notifying the Landlord. The Landlord sent the Tenant a picture of the chandelier and its box, which showed a price of $279.00.

The Landlord testified the removed chandelier was part of a matching set. It had been in the residential property since 2007 and is no longer sold in Canada. The Landlord found replacement chandeliers at Home Depot priced between $250.00 and $800.00. Their claim of $300.00 was based on inflation.

The Tenant testified they removed and replaced the chandelier at their own expense. They said it was flickering and posed a fire hazard.

Manuals

Both parties agree the Landlord found the manuals after the Tenant explained their location following the Landlord's application.

The Landlord stated the Tenant did not say where the manuals were, despite repeated requests.

Residential Tenancy Branch records show the Landlord made their application on May 14, 2025.

Analysis

Rule 6.6 sets the balance of probabilities as the standard of proof in disputes before the Residential Tenancy Branch. Under the balance of probabilities standard, a party proves something by showing it is more likely than not to be true.

Is the Landlord entitled to a Monetary Order for damage to the rental unit or common areas?

Section 35 of the Act establishes that, at the end of the tenancy, a landlord must inspect the condition of the rental unit with the tenant, the landlord must complete a condition inspection report with both the landlord and the tenant signing the condition report.

Section 32(3) of the Act states that a tenant must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

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

Yard Maintenance

First, I find that under the tenancy agreement the Tenants were responsible for yard maintenance. I base this on the tenancy agreement. However, I also note that the standard of what the Tenant was expected to do was with few exceptions left vague. These exceptions are the explicit requirements of tree and bush trimming. For the rest of the maintenance, I find the Tenant should be held to a reasonable standard of yard maintenance.

I find the Landlord has shown the Tenant failed to properly trim the shrubs. I base this on pictures from both parties showing the shrubs were overgrown.

I find the Landlord has not proven the remaining claims that the Tenant failed to maintain the yard.

First, I find weeding is not part of reasonable yard maintenance. If the Landlord expected this, they should have stated it clearly in the tenancy agreement.

Secondly, I find the Landlord has not proven, on a balance of probabilities, that the Tenant left the lawn overgrown. The condition inspection report does not mention the yard's condition. In the Tenant's photos from the tenancy the lawn is not overgrown. While the Landlord's photos show overgrowth, the only evidence of when they were taken is the Landlord's testimony. Therefore, I find the Landlord has not proven the lawn was overgrown at the end of the tenancy.

Thirdly, I find the Landlord has not proven that manually watering the lawn was the Tenant's responsibility. The lawn had an irrigation system at the start of the tenancy, and the Tenant reported it was not working. The Landlord chose not to repair it or have it inspected to find if it was in working order. I find the Tenant could reasonably be expected to use the irrigation system. However, they were not responsible for manually watering the lawn when the Landlord refused to fix the system.

Fourthly, I find the Landlord did not prove the Tenant failed to rake the yard. My reasons are like those about the overgrown lawn. The move-out inspection report does not mention leaves. The Landlord's photos do not show when they were taken, other than their testimony.

I find the Landlord spent 4 hours trimming shrubs and raking leaves, based on their testimony. Since I find they can only be compensated for shrub trimming, I am deducting half an hour. Therefore, I find the Landlord lost 3.5 hours of labour due to the Tenant's failure to trim the shrubs.

The Landlord argued that $30.00 was a fair compensation rate, as it was lower than a professional's rate. However, I find the Landlord provided no certifications or documents showing their labour was worth the claimed rate. They also did not provide evidence of professional labour costs.

I find the Landlord's labour can only be compensated at minimum wage. The current minimum wage in British Columbia is $17.85. I used this rate because non-professionals usually cannot charge professional rates and may take longer to complete the work. Since the Landlord did not prove they could earn the requested rate, I find it appropriate to compensate them at the minimum wage.

I find the Landlord has proven a claim of $62.48 ($17.85 x 3.5) for lawn maintenance. By doing the work themselves, the Landlord minimized their loss.

Firewood

I find the Landlord has not proven a loss related to relocating the firewood. The parties disagreed about whether the firewood was present before the Tenants moved in. The

condition inspection report does not mention firewood, and the Landlord did not provide evidence showing it was not there before the Tenants. I find no reason to consider the Landlord's testimony more credible than the Tenant's. Therefore, I find the Landlord did not prove the Tenants left the firewood or were responsible for removing it.

Chandelier

find the Tenant broke the Act by replacing the chandelier without notifying the Landlord. I base this on the tenancy agreement, which states that repairs are the Landlord's responsibility, not the Tenant's. Residential Tenancy Policy Guideline 1 also notes:

> "Any changes to the rental unit and/or residential property not explicitly consented to by the landlord must be returned to the original condition."

However, I also find the Landlord has not proven the value of their loss.

Both parties agree the Landlord paid $279.00 plus tax for the chandelier when it was purchased. However, contrary to the Landlord's argument that its value increased due to inflation, Residential Tenancy Branch 40 states:

> "Compensation for damage or loss is meant to put the person who suffered the damage or loss (claimant) in the same position as if it had not occurred (see Policy Guideline 16: Compensation for Damage or Loss.)Repair or replacement of a damaged item or asset, may improve the value or condition of the claimant's property, putting the claimant in a better position than they were in before the damage occurred. […] Compensation may be adjusted to account for betterment by considering the remaining useful life of the damaged property at the time the damage occurred. […]
>
> Therefore, the director may consider the remaining useful life of the damaged fridge and adjust the amount of compensation to reflect its value at the time the damage occurred.
>
> In some cases, a damaged building element may be replaced with a different type of building element. If this occurs, the award could be based on the remaining life and value of the original building element. […]"

The Landlord did not provide specifics about the expected life of their specific chandelier, and the Tenant did provide a replacement. However, the Tenant did dispose of the Landlord's chandelier without permission, regardless of whether it was non-functional. Furthermore, I find based on their testimony the Landlord valued the chandelier for aesthetic reasons rather than purely for its function. By removing the chandelier, the Tenant deprived the Landlord of the choice to repair or keep the chandelier. Therefore, I find that an award of nominal damages is warranted in this case.

Residential Tenancy Policy Guideline 16 states the following:

"An arbitrator may also award compensation in situations where establishing the value of the damage or loss is not as straightforward:

- "Nominal damages" are a minimal award. Nominal damages may be awarded where there has been no significant loss or no significant loss has been proven, but it has been proven that there has been an infraction of a legal right."

Although the Landlord did not prove a significant loss, the Tenant significantly breached the Act. I therefore award the Landlord $50.00 in nominal damages.

Missing Manuals

I find the Landlord has not proven they are owed compensation for the missing manuals, which they later found. The Tenant did not remove the manuals. The Tenant was not required under the Act or the tenancy agreement to store the manuals in a specific location. Therefore, I find the Tenant's actions did not breach the Act or the tenancy agreement.

I find the Landlord is entitled to a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act, in the amount of $112.48.

Claim	**Calculation**	**Amount granted**
Mowing & trimming overgrown grass		$ 0.00
Shrub trimming & Leaf Raking	$17.85 x3.5	$62.48
Relocating firewood (fire hazard)		$0.00
Re-seed areas of damaged lawn		$ 0.00
Replacement of Dining Area Chandelier		$50.00
Reprint of missing Dishwasher & Washer/Dryer User Manual		$0.00
Total		**$112.48**

Is the Landlord entitled to retain all or a portion of the Tenant's security deposit in partial satisfaction of the monetary award requested? If not, is the Tenant entitled to the return of all or 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. As the tenancy ended on April 29, 2025, at the latest, and the Landlord made their application on May 14, 2025, I find that the Landlord made their application within 15 days of the tenancy ending.

Section 36 (2) of the Act states that, unless the tenant has abandoned the rental unit, the right of a landlord to claim against a security deposit for damage to the rental unit is extinguished if, having made an inspection with the tenant, does not complete the condition inspection report and give the tenant a copy of it in accordance with the regulations.

There is no dispute that a move-in and move-out inspection occurred. I find the condition inspection report meets all requirements of the *Residential Tenancy Act Regulation,* B.C. Reg. 477/2003 (the "Regulation"). Therefore, I find that neither party's rights were extinguished.

Residential Tenancy Policy Guideline 17 lists the following situations where a security deposit may be doubled:

> "a. if the landlord has not filed a claim against the deposit within 15 days of the later of the end of the tenancy or the date the tenant's forwarding address is received in writing;
> b. if the landlord has claimed against the deposit for damage to the rental unit and the landlord's right to make such a claim has been extinguished under the RTA;
> c. if the landlord has filed a claim against the deposit that is found to be frivolous or an abuse of the dispute resolution process;
> d. if the landlord has obtained the tenant's written agreement to deduct from the security deposit for damage to the rental unit after the landlord's right to obtain such agreement has been extinguished under the RTA;
> e. whether or not the landlord may have a valid monetary claim"

I find that none of these conditions apply. Therefore, the security deposit should not be doubled.

I find the Landlord has the right to retain $112.48 of the damage deposit as compensation for their claim in the previous section.

I find the Landlord must return the remaining $547.53, plus interest.

Both parties agree the tenancy began on October 15, 2025. Residential Tenancy Branch records show the Landlord made their application on May 14, 2025. Therefore,

an additional $27.79 in interest would have accrued, based on the formula in section 4 of the Regulation.

I find the Tenant is entitled to a monetary award of $547.53 for the return of their security deposit.

Is the Landlord entitled to recover the filing fee for this application from the Tenant?

As the Landlord was 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 this application from the Landlord?

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

Conclusion

I grant the Tenant a Monetary Order in the amount of **$547.53** under the following terms:

Monetary Issue	Granted Amount
a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act	-$112.48
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	$112.48
a Monetary Order for the Tenant for the return of their deposit(s) from the Landlord	$547.53
authorization to recover the filing fee for this application from the Landlord under section 72 of the Act	$100.00
authorization to recover the filing fee for this application from the Tenant under section 72 of the Act	-$100.00
Total Amount	**$547.53**

The Tenant is provided with this Order in the above terms and the Landlord(s) must be served with **this Order** as soon as possible. Should the Landlord(s) fail to comply with this Order, this Order may be filed and enforced in the Provincial Court of British Columbia (Small Claims Court) if equal to or less than $35,000.00. Monetary Orders

that are more than $35,000.00 must be filed and enforced in the Supreme Court of British Columbia.

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 7, 2025

Residential Tenancy Branch