



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Municipal Affairs

## DECISION

Dispute Codes      MNSDS-DR, FFT, MNDL-S, LRSD, FFL

### Introduction

This hearing dealt with the Tenant and Landlords' Applications for Dispute Resolution under the *Residential Tenancy Act* (the Act):

The Tenant applied for:

- a Monetary Order for the return of all or a portion of their security deposit and/or pet damage 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

The Landlord applied 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

Tenants N.T.V.N. attended the hearing for the Tenant.

Landlord S.B. attended the hearing for the Landlords.

### **Service of Notice of Dispute Resolution Proceeding (Proceeding Package)**

I find that both Landlords were served on June 10, 2025, in-person in accordance with section 89 of the Act.

I find that the Tenant was served on June 11, 2025, by registered mail in accordance with section 89 of the *Residential Tenancy Act*. The Landlords provided a copy of the Canada Post tracking number as proof of service.

### **Service of Evidence**

Based on the submissions before me, I find that the Tenant's evidence was served to the Landlords in accordance with section 88 of the Act.

Based on the submissions before me, I find that the Landlords' evidence was served to the Tenant in accordance with section 88 of the Act.

### **Preliminary Issue – Respondents**

At the outset of the hearing, both parties acknowledged that Tenant N.T.V.N. was the only signatory to the tenancy agreement and that all others named as Respondents to the Landlords' claim were occupants and therefore, I exercise my authority under section 64(3)(c) of the Act and amend the application removing the occupants named accordingly.

### **Issues to be Decided**

Are the Landlords entitled to a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act?

Are the Landlords entitled to 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? If not, is the Tenant entitled to a Monetary Order for the return of their security deposit?

Are the Landlords entitled to authorization to recover the filing fee for this application from the Tenant under section 72 of the Act? If not, is the Tenant entitled to authorization to recover the filing fee for this application from the Landlords under section 72 of the Act?

### **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 fixed term tenancy began on October 1, 2023, with a monthly rent of \$1,500.00, due on the first day of the month, with a security deposit in the amount of \$750.00. The tenancy ended on October 31, 2024.

According to Landlord S.B., the Landlords are seeking \$11,325.00 in compensation from the Tenant for damages to the rental unit's countertops and master bedroom closet. S.B. testified that the Tenant caused burn marks on the countertop by placing a hot pot on it. He testified that because the arborite countertops are from the mid-1990s, the pattern was no longer available and therefore the whole countertop and backsplash had to be replaced. Copies of quotes, an invoice for the completed work and a purported letter from the service provider were submitted as evidence.

S.B. further testified that the Tenant dismantled the closet in the master bedroom which had to be rebuilt. He testified that the contractor also made repairs to walls and doors damaged by the Tenant. The invoice noted above as evidence included the cost of rebuilding the closet and wall and door repairs in the total price.

S.B. testified that the Tenant insisted on doing the repairs herself using her own contractor but subsequently advised the Landlords that she was unable to secure one and returned the unit keys on December 1, 2024.

S.B. testified that the Landlords conducted a move-in inspection with the Tenant and provided her with a copy of the report. He stated that a move-out inspection was conducted without the Tenant on December 1, 2024, after multiple opportunities were offered for her to participate and she declined. He stated that a move-out report was completed but a copy was not provided to the Tenant. According to S.B. the Tenant provided her forwarding address on December 16, 2024. Copies of the move-in/ move-out report and RTB-47 Tenant's Notice of Forwarding Address for the Return of Security and/or Pet Damage Deposit were submitted as evidence.

N.T.V.N. testified that rental unit was in poor condition when she began renting it and the cabinets were already worn out. She confirmed that she did cause a burn in one location and offered to have it fixed using her own contractor. N.T.V.N. also confirmed that she did remove the master bedroom closet but did so with the Landlords' permission. She testified that the Landlords had told her they were going to pay her to build a new one but when they decided not to pay, she stopped doing the work. Copies of purported pictures of the unit at the time the tenancy ended were submitted as evidence.

N.T.V.N. testified that she continued to pay rent until October 31, 2024, even though she had moved out of the unit on September 25, 2024, because she had intended to complete repairs to the kitchen cabinets and had secured her own contractor to do the

work, but the contractor was not going to be available to start the work until December 2024. A copy of a July 7, 2025, letter from her contractor was submitted as evidence.

N.T.V.N. confirmed that she participated in the move-in inspection but testified that the Landlords did not provide a copy. She further testified that the Landlords never offered her an opportunity to participate in a move-out inspection.

Tenant witness C.R. testified that she is a professional contractor and attended the Tenant's rental unit in mid-November 2024 to assess the damage claimed by the Landlord. She stated that she determined the cost to repair all damages, including the kitchen cabinets and master bedroom closet, would not exceed \$2,500.00. She stated that she was fully booked until December 2024 and therefore could not immediately undertake the work. She further testified that she saw the quotes submitted by the Landlords and found them to be very high and unfair based on the damage she observed.

## **Analysis**

When two parties to a dispute provide equally possible accounts of events or circumstances related to a dispute, the party making the claim has responsibility to provide evidence over and above their testimony to prove their claim.

### **Are the Landlords 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

I find, based on the evidence submitted, the testimony provided and on a balance of probabilities that the Landlord has failed to provide sufficient evidence to prove that the Tenant damaged the unit as claimed.

Residential Tenancy Policy Guideline 40 – Useful Life states that the useful life of laminate countertops are 15 years.

While I find that the Tenant does not dispute the Landlords claim that she damaged the countertop, I find that the Tenant was prepared to do the repair work and that the Tenant's witness provided affirmed testimony that her estimated cost to repair them was significantly lower than the costs claimed by the Landlords, who did not provide affirmed testimony in support of their evidence from their purported contractor. I further find that, regardless of which estimate is accepted as accurate, the countertops were well beyond their useful life and therefore no compensation is awarded to the Landlords for this portion of their claim.

I find that while the Tenant does not dispute the Landlords claim that she dismantled the closet in the master bedroom, Landlord S.B. did not contest the Tenant's claim that she did so with the Landlords' permission. I further find that even if the Landlords disputed the Tenant's claim that she had their permission, I am unable to determine the value of the repairs as the invoice provided by the Landlord is for a lump sum including all work completed rather than on an itemized basis and as such, I would be unable to determine the amount of the loss. I find that the Landlords are not entitled to compensation for this portion of their claim.

For the above reasons, the Landlords' application for a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act is dismissed, without leave to reapply.

**Are the Landlords entitled to 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? If not, is the Tenant entitled to a Monetary Order for the return 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 forwarding address was provided on November 21, 2024, and the Landlords applied for dispute resolution on June 10, 2025, I find that the Landlords did not make their application within 15 days of the tenancy ending or the forwarding address being provided.

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.

In addition to my finding that the Landlords did not make their claim in compliance with section 38(1) of the Act, the Landlords contested claim that a move-in inspection was conducted with the Tenant and a copy of the report was provided and that a move-out inspection was conducted without the Tenant after having given her multiple opportunities to participate notwithstanding, I find that Landlord S.B. testified that a copy of the move-out report was not provided to the Tenant as required under section 20 of the Regulation and therefore the Landlords' right to claim against the deposit for damages was extinguished under section 36 of the Act prior to their breach of section 38(1) of the Act and therefore the Landlords' application for authorization to retain the Tenant's security deposit in the amount of \$750.00, plus interest, in partial satisfaction of the Monetary Order requested under sections 67 and 72 of the Act is dismissed without leave to reapply.

As the Landlords are in breach of sections 36 and 38 of the Act, I find that the Tenant is entitled under section 38(6)(a) of the Act to pay the Tenant double the return of her security deposit in the amount of \$1,528.61, including interest on the original deposit.

**Are the Landlords entitled to authorization to recover the filing fee for this application from the Tenant under section 72 of the Act? If not, is the Tenant entitled to authorization to recover the filing fee for this application from the Landlord under section 72 of the Act?**

As the Landlords were not successful in this application, the Landlords' application for authorization to recover the filing fee for this application from the Tenant under section 72 of the Act is dismissed without leave to reapply.

As the Tenant was successful in this application, the Tenant's application for authorization to recover the filing fee for this application from the Landlords under section 72 of the Act is granted.

## **Conclusion**

I grant the Tenant a Monetary Order in the amount of **\$1,628.61** under the following terms:

Monetary Issue	Granted Amount
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a Monetary Order for the return of double their security deposit under sections 38 of the Act	\$1,528.61
authorization to recover the filing fee for this application from the Landlords under section 72 of the Act	\$100.00
<b>Total Amount</b>	<b>\$1,628.61</b>

The Tenant is provided with this Order in the above terms and the Landlords must be served with **this Order** as soon as possible. Should the Landlords 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.

The Tenant's application for a Monetary Order for the return of all or a portion of their security deposit and/or pet damage deposit under sections 38 and 67 of the Act is granted.

The Tenant's application for authorization to recover the filing fee for this application from the Landlords under section 72 of the Act is granted.

The Landlords' application is dismissed in its entirety.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: August 20, 2025

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Residential Tenancy Branch