DECISION

Introduction

In this decision, the terms “Landlords”, “Tenants”, and “Rental Unit” are defined terms; definitions for the foregoing terms are provided on the cover page of this decision.

This hearing was convened under the *Residential Tenancy Act* (The ***Act***) in response to cross applications from the parties.

The Landlords filed their application on June 24, 2025. The Landlords seek:

- 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 Tenants’ 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 Tenants under section 72 of the *Act*.

The Tenants filed their application on July 2, 2025. The Tenants seek:

- A Monetary Order for compensation from the Landlords for monetary loss or other money owed, pursuant to section 67 of the *Act*.
- 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*.

Service of Records

- *Landlords’ application*

The Landlords submitted evidence showing that they served their Proceeding Package (application and evidence) to the Tenants, by registered mail, on June 27, 2025. The associated tracking numbers are copied on the cover page of this decision. Tenant SG acknowledged receipt of the Landlords’ Proceeding Package on July 2, 2025, and they testified that their co-tenant, AD, shares the same residential address as them. The Landlords submitted Canada Post Customer Receipts associated with their service. Accordingly, I find, pursuant to section 90 of the *Act*, tenant AD is deemed served with the Landlords’ Proceeding Package, by registered mail, on July 2, 2025, the fifth day after the registered mailing, pursuant to sections 88 and 89(1) of the *Act*.

- *Tenants’ application*

SG testified that they served the Landlords with their Proceeding Package (application and evidence), by email. The Landlords acknowledged receipt of the Tenants' Proceeding Package on July 11, 2025. Pursuant to section 71(2)(c) of the *Act*, I find, for the purposes of the *Act*, the Tenants sufficiently served their application and evidence to the Landlords, by email, on or about July 11, 2025.

The hearing went ahead as scheduled. Neither party requested an adjournment and I did not find cause to adjourn the hearing either.

Background and Evidence

I have reviewed and considered all the oral and documentary evidence before me that met the requirements of the Residential Tenancy Branch's (the **Branch**) *Rules of Procedure*, and to which I was referred. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

The parties agreed that:

- This tenancy began on June 23, 2024, and it ended, pursuant to the Tenants' notice to end tenancy, on May 31, 2025.
- The monthly rent for this tenancy was $2,000.00, due on the first day of every month.
- On June 15, 2024, the Tenants paid a $1,000.00 security deposit to the Landlords, which the Landlords retained after the tenancy ended.
- The parties never reached any agreements respecting the Tenants' security deposit.
- The Tenants did not pay a pet deposit and the Landlords were unaware of the existence of any pets inside the Rental Unit.
- On June 16, 2025, the Tenants provided the Landlords their forwarding address by text message.
- The Landlords and the Tenants completed an inspection of the Rental Unit at the start of the tenancy, but the parties never completed a start of tenancy condition inspection report.
- The parties scheduled an end of tenancy condition inspection of the Rental Unit, but on the date of the inspection the Tenants informed the Landlords that they cannot attend or send an agent.
- SG testified that by May 31, 2025, they had moved away from Canada and the parties agreed to complete the inspection by video call.

Both parties submitted copies of this tenancy's written tenancy agreement, signed by the parties on June 7, 2024 (the **Tenancy Agreement**). I can see that the parties crossed section 4(b) of the Tenancy Agreement and placed the abbreviation "NA" beside the clause.

ZM testified that the Tenants kept a cat inside the Rental Unit, as evidence by three open bags of cat food and several other items associated with pets, which were all

abandoned inside the Rental Unit when this tenancy ended. SG agreed that a cat was kept in the Rental Unit, but they testified that the cat was not theirs and that they kept the cat inside the Rental Unit for a maximum of two weeks.

The Landlords submitted pictures of the Rental Unit and a cleaning invoice in the amount of $705.00 from BANCC (the **Invoice**), which includes the following line items/description (copied verbatim from the Invoice):

- "2 workers 7 hours deep cleaning. Total 14 hrs. man hours. Excessive amounts of cat hair and dander" in the amount of $490.00.
- "steam clean bedroom carpet. remove pet stains and pet hair. Note multiple snags in bedroom carpet" in the amount of $75.00.
- "Pressure wash patio deck" in the amount of $95.00.
- "Dump fees for multiple industrial bags of garbage left in unit" in the amount of $45.00.

The Landlords are seeking recovery of the cost of the Invoice and their filing fee for this application.

The Tenants, in their application, apart from the return of their security deposit, are seeking compensation in the amount of $200.00 for a move out fee that they paid to the Landlords at the end of this tenancy.

I will provide details of the parties' evidence regarding the above claim, under the "Analysis" section below.

Analysis

The standard of proof in a dispute resolution hearing at the Branch is the standard of "balance of probabilities", which means that it is more likely than not that the facts occurred as claimed. The party making the claim bears the onus to prove their claim on the foregoing standard.

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

Were the Landlords authorized to retain the Tenants' security deposit and to make a claim against it?

In this case it is not necessary to determine whether the Landlords extinguished their rights in relation to the Tenants' security deposit during the tenancy, because extinguishment only relates to claims that are solely for damage to the rental unit and the Landlords have claimed for cleaning, which is not damage.

Section 38 of the *Act* sets out specific timing requirements for dealing with deposits at the end of a tenancy. Pursuant to section 38(1) of the *Act*, the Landlords had 15 days from the later of the end of the tenancy or the date the Landlords received the Tenants' forwarding address in writing to return the Tenants' deposit, file a claim against the deposit, or reach an agreement with the Tenants to keep some or all the deposit. The parties agreed that no agreements were reached. The parties further agreed that the Tenants sent their forwarding address, by text message, on June 16, 2025.

While service by text message is not permitted by section 88 of the *Act*, pursuant to section 71(2)(c) of the *Act*, the director has the authority to determine if the document has been sufficiently served for the purposes of the *Act*. In this case, the Landlords received the Tenants' forwarding address by text message, and they used the same address to serve their application to them. The Black's Law Dictionary Sixth Edition defines "writing" as "handwriting, typewriting, printing, photostating, and every other means of recording any tangible thing in any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof". I find that a text message meets the definition of "writing" as defined by Black's Law Dictionary.

Further, section 6 of the *Electronics Transactions Act* stipulates that a requirement under law that a person provide information or a record in writing to another person is satisfied if the person provides the information or record in electronic form and the information or record is accessible by the other person in a manner usable for subsequent reference, and capable of being retained by the other person in a manner usable for subsequent reference. As text messages are capable of being retained and used for further reference, I find that a text message can be used by a tenant to provide a landlord with a forwarding address pursuant to section 6 of the *Electronics Transactions Act*.

Based on all the above, I find, pursuant to section 71(2)(c) of the *Act*, that, for the purposes of the *Act*, the Tenants sufficiently served their forwarding address to the Landlord, by text message, on June 16, 2025. This tenancy ended on May 31, 2025. Therefore, the 15-day filing window began on June 16, 2025. The Landlords filed their application on June 24, 2025, on time.

Therefore, the doubling provisions of the *Act* (under section 38(6) of the *Act*) do not apply to the facts of this case and the Landlords were authorized to retain the Tenants' deposit and to make a claim against it.

Have the Landlords established a claim for cleaning fees?

Section 7 of the *Act* states that if a party does not comply with the *Act*, the *Regulations* or the tenancy agreement, the non-complying party must compensate the other party for damage or loss that results and that the party who claims compensation must minimize the losses.

Section 37 of the *Act* states 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, and give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

Section 67 of the *Act* allows a monetary order to be awarded for damage or loss when a party does not comply with the Act. The purpose of compensation is to put the person who suffered the damage or loss in the same position as if the damage or loss had not occurred.

Branch's Policy Guideline 16 outlines the criteria to be applied when determining whether compensation for a breach of the *Act* or the tenancy agreement is due. It states that the applicant must prove that (1) the respondent failed to comply with the *Act*, the *Residential Tenancy Regulation*, or the tenancy agreement; (2) the applicant suffered a loss resulting from the respondent's noncompliance; (3) the applicant proves the amount of the loss; and (4) that they reasonably minimized the losses suffered.

ZM testified that the Rental Unit is approximately 700 square feet, with at least one of the bedrooms being carpeted. ZM testified that they took the pictures submitted as evidence on the date that the tenancy ended, on May 31, 2025.

ZM testified that the Tenants' cat urinated and/or defecated and/or vomited inside the Rental Unit, as evidenced by one or more of the pictures submitted. Pictures titled "Unit_dirty_garbage_left_secret_cat" and "Very_dirty_lied_about_cat_and_not_clean_garbage_" show brown or yellow stains in the Rental Unit's carpeted areas.

ZM testified that apart from carpet stains, there was pet hair and dander inside the carpet's fibers, which had to be cleaned. ZM testified that the Tenants left many personal possessions and household items inside the Rental Unit, including garbage, art supplies, and bags of cat food. In the pictures submitted by the Landlords, I can see the items described by ZM, as well as household items such as bags of toilet paper, cleaning supplies, pictures, broken glass, children's toy(s) and one or more containers for marijuana.

ZM testified that the Landlords had secured a new tenant for June 1, 2025, the day after this tenancy ended, and the cleaning person/company they hired charged more for a rushed service. ZM testified that there were individuals in the unit cleaning until 1:00 AM.

ZM testified that the Rental Unit's balcony was dirty, which is why it had to be pressure washed. In response to my question of why the pressure washing cost is to be passed on to the Tenants, ZM referred to cigarette butts on the balcony floor.

SG did not dispute the fact that the Rental Unit needed cleaning, but they testified that the cleaning charges are exaggerated, and the company associated with the Invoice does not exist, because they attended the address indicated on the Invoice and it was of a residential property, not a cleaning company. SG testified that they did not speak with anyone residing inside the property regarding the Invoice.

I do not find the above evidence provided by the Tenant sufficient for a finding of fraud. I do not find the civic address on the Invoice being associated with a residential property relevant. A cleaning company can operate from a residential property. I find the Tenant failed to prove that the Invoice should be set aside for the reason provided. However, I agree with SG, for the reasons that follow, that the Tenants should not bear the full cost of the Invoice.

I can see a cloth and several cigarette butts on the balcony floor. These items can be picked up and/or otherwise swept. Awarding the Landlords the cost of pressure washing the balcony would result in a betterment, which is not the objective of section 67 of the *Act*. The Landlords, notwithstanding my direct question on the issue of pressure washing, only referred to the physical items visible on the balcony and not the stains. In any case, the Tenants are not responsible for the environmental stains (i.e. green moss stains) on the balcony floor.

However, I find, after my review of the submitted pictures and after consideration of the parties' testimonies at the hearing, that the Tenants left the Rental Unit in a condition that does not accord with section 37 of the *Act*. The Rental Unit's carpets were stained, and I can clearly see the pet hair testified to at the hearing by ZM. There is garbage and personal possessions scattered about the Rental Unit. The Rental Unit's stove is especially dirty and stained. Contrary to SG's testimony that they hired a cleaning company prior to the tenancy ending, I do not see any attempts made at cleaning the Rental Unit. The Rental Unit's floors are dirty and appear to not have even been vacuumed. I can see items of refuse in the unlined garbage bins left in the Rental Unit and there is hair and dust on the edges of trims, appliances, and windows.

The Tenants did not submit an estimate that would allow me to make the finding that the hourly charges or the number of hours are exaggerated. On its face, I do not find the Invoice, especially considering ZM's testimony, which I accept, that the service was a rush service to allow for the new tenant to move in the next day, to be exaggerated. I find, after deducting the $95.00 pressure washing fee that the Landlords prove the extent of their losses and that they acted reasonably in the circumstances.

Pursuant to section 67 of the *Act*, I award the Landlords $610.00 for cleaning fees.

Have the Tenants established a claim for compensation in relation to an unlawful move-out charge?

SG provided unopposed evidence that at the end of the tenancy they paid the Landlords a $200.00 elevator booking fee.

The parties agreed that this charge was not included in the Tenancy Agreement. ZM testified that the reason this item was never included was because, during the term of the tenancy, the rental building in which the Rental Unit is in implemented this new bylaw.

The parties provided extensive evidence about their communication with various Branch officers and records they received, in writing, from the Branch. In addition, both parties referred to several emails and text messages that they exchanged in relation to this issue. I can see that on May 23, 2025, the Landlords forwarded the Tenants a screenshot of section 7 of the *Residential Tenancy Regulation*. I can also see a text message from ZM, wherein ZM stated "Yes as per the provincial governments documentation I shared with you it doesn't matter if it was in your leave [*sic*] agreement or not. Move in / move out fee can be applicable."

The above understanding is correct. Section 7(1)(f) of the *Act* states that a landlord may charge "a move-in or move-out fee charged by a strata corporation to the landlord". Section 7(2) of the *Residential Tenancy Regulation* states that "[a] landlord must not charge the fee described in paragraph (1) (d) or (e) unless the tenancy agreement provides for that fee." When the foregoing sections are considered conjunctively, it becomes clear that policy makers considered the possibility of a landlord charging a non-refundable fee outlined under section 7(1) of the *Regulations* and they carved out specific requirements with respect to only those charges outlined under subsections (d) and (e). I do not find the Landlords in this case were barred from seeking compensation from the Tenants for a move out charge incurred due to the Tenants moving out.

I find the Landlords proved that the $200.00 that the Tenants paid to them was in relation to a strata chargeback. On May 23, 2025, the Landlords sent the Tenants records of the charges, and the Tenants submitted these records as evidence in relation to this dispute. I can see a $200.00 charge from the Landlords' strata.

I find the Tenants failed to prove a contravention of the *Act*. Consequently, this claim is dismissed, without leave to reapply.

Are the Landlords entitled to their filing fee?

As the Landlords were mostly successful in their application, I find that they are entitled to recover the $100.00 filing fee they paid for their application. Pursuant to section 72 of the *Act*, I award the Landlords their $100.00 filing fee, to be collected from the Tenants.

Conclusion and Set Off

Both parties' applications are partially granted. I award the Landlords $610.00 for cleaning in relation to the Invoice, along with their $100.00 filing fee. The Tenants' claim for compensation in relation the move out fee is dismissed, without leave to reapply.

The Landlords are holding a $1,000.00 security deposit in trust for the Tenants. From June 15, 2024 (date of payment to the Landlords) to September 4, 2025 (date of this decision) $21.22 in interest accrued on the $1,000.00 security deposit. After setting off the $710.00 aggregate awards to the Landlords from the $1,021.22 deposit and interest currently held by the Landlords, in trust, $311.22 remains.

I grant the Tenants a Monetary Order in the amount of $311.22 under the above terms. The Tenants are provided with the attached Monetary Order in the above terms, and the Landlords must be served with the Order as soon as possible. Should the Landlords fail to comply with the Order, the 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 *Residential Tenancy Act*.

Dated: September 4, 2025

Residential Tenancy Branch