



# Dispute Resolution Services

Residential Tenancy Branch  
Ministry of Housing and Municipal Affairs

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## DECISION

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

### **Introduction**

The Tenant seeks the return and doubling of their security deposit, along with recovery of their application fee, under the *Residential Tenancy Act* (the “Act”). By way of cross-application, the Landlord seeks to retain a portion of the security deposit, along with recovery of their application fee, under the Act.

The Tenant and two representatives of the Landlord attended the hearing.

### **Issues**

1. Is the Tenant entitled to the return and doubling of their security deposit?
2. Is the Landlord entitled to retain any of the security deposit?
3. Is either the Tenant or the Landlord entitled to recover the cost of their application?

### **Background and Evidence**

In an application under the Act, an applicant must prove their claim on a balance of probabilities. Stated another way, the evidence must show that the events in support of the claim were more likely than not to have occurred.

Although I have fully considered the parties’ submissions and the evidence to which they referred, I do not intend to refer in detail to all the evidence or testimony.

The tenancy began on November 1, 2023, and it ended on May 31, 2025. On October 23, 2023, the Tenant paid a \$912.50 security deposit. On June 12, 2025, the Landlord returned \$334.26 of the security deposit by cheque to the Tenant. The Tenant confirmed receipt of the cheque, though they have not cashed the cheque as of today’s date. I note that there is a copy of the written tenancy agreement in evidence, which includes an addendum.

It is noted that the Landlord filed their application for dispute resolution on June 12, 2025, in which they sought to retain a portion of the security deposit to pay for a few costs associated with the tenancy.

The Landlord seeks \$462.00 for carpet and drape cleaning costs, and an additional \$150.00 for painting costs. The Landlord referred me to two terms within the tenancy agreement addendum in which the Tenant (or any tenant) must provide copies of receipts for professional cleaning of the window coverings. They are also required, under another term, to provide a receipt for professional cleaning of the rental unit.

The Landlord's evidence and testimony were that the Tenant never provided these receipts. And, according to the Landlord, the Tenant caused one wall to be so dirty or damaged that \$150 worth of painting was required.

The Tenant did not dispute the tenancy agreement terms requiring copies of receipts for window covering cleaning.

There is a condition inspection report for a move-in inspection that occurred on November 1, 2023. All applicable sections of the report were completed, without any reference to the wall (which later needed to be painted) being in poor condition. And, while the Tenant testified that they never participated in the move-in inspection, the Tenant did review both pages of the two-page report before signing it on page two.

A different condition inspection report document (used because the Landlord acquired new software in 2024) was completed at the end of the tenancy. This report references the wall needing to be painted. The Tenant testified that they were also not involved in any move-out inspection, and they indicated on the report that they did not agree with the Landlord's proposed charges.

## **Analysis**

### *Tenant's Application for Return and Doubling of Security Deposit*

Section 38(1) of the Act states that:

Except as provided in subsection (3) or (4) (a), within 15 days after the later of

- (a) the date the tenancy ends, and
- (b) the date the landlord receives the tenant's forwarding address in writing,

the landlord must do one of the following:

- (c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;
- (d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

In this dispute, the Landlord returned a portion (\$334.26) of the security deposit before the 15-day time limit under this section of the Act, *and* they made an application for the remainder of the deposit also within the 15-day time limit. (The tenancy ended on May 31, and the Landlord filed its application on June 12, 2025.) Therefore, the Tenant is not entitled to any doubling of the remainder of the security deposit, under section 38(6) of the Act, currently held in trust by the Landlord.

*Landlord's Application for Compensation (Retention of Security Deposit)*

Section 7 of the Act states that if a landlord or tenant does not comply with the Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results. A party claiming compensation must do whatever is reasonable to minimize their loss.

Section 67 of the Act permits an arbitrator to determine the amount of, and order a party to pay, compensation to another party if damage or loss results from a party not complying with the Act, the regulations, or a tenancy agreement.

To determine if a party is entitled to compensation, the following four-part test must be met: (1) Did the respondent breach the Act, the tenancy agreement, or the regulations? (2) Did the applicant suffer a loss because of this breach? (3) Has the amount of the loss been proven? (4) Did the applicant take reasonable steps to minimize their loss?

Section 37 of the Act requires 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. The Landlord's evidence leads me to conclude, on a balance of probabilities, that the Tenant breached section 37 of the Act by not leaving the rental unit in a reasonably clean and undamaged condition, and that but for the Tenant's breach the Landlord would not have suffered a loss for the cost of cleaning the drapes, the carpet, and the painting.

The Landlord has proven the amount of the loss through documentary evidence, and I further find that there was little the Landlord could have done to minimize its loss, given the already reasonable and low amounts expended.

The Landlord is therefore entitled to \$612.00.

Indeed, I agree that the Landlord could have pursued greater compensation, as the Tenant did in fact leave the rental unit in a very poor condition; the Landlord has, therefore, minimized further losses by capping the amount claimed. While I acknowledge that the Tenant did not appear to participate in the move-in inspection, and they should have, the Tenant nevertheless affixed their signature to the report, thereby agreeing with the information contained therein.

Pursuant to section 72 of the Act, the Landlord is entitled to recover the cost of the application fee in the amount of \$100.00.

In total, the Landlord is awarded \$712.00. The Landlord currently holds \$578.24 of the security deposit, and pursuant to section 72(2)(b) of the Act they are authorized to apply this amount to the total award. The Tenant thus owes a balance of \$133.76 to the Landlord. The Landlord is granted a monetary order for this amount, and they must serve a copy of the order upon the Tenant.

## **Conclusion**

IT IS HEREBY ORDERED THAT:

1. The Tenant's application is dismissed, without leave to reapply.
2. The Landlord's application is granted, the Landlord is authorized to retain the remaining \$578.24 of the security deposit, and the Landlord is granted a monetary order for \$133.76.

This decision is made on delegated authority section 9.1(1) of the Act.

Dated: September 4, 2025

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Residential Tenancy Branch