



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

DECISION

Dispute Codes (L) MNDL, MNDCL, LRSD, FFL
(T) MNSD, FFT

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
- 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 recover the filing fee for this application from the Tenant under section 72 of the Act

This hearing also addressed the Tenants' Application for Dispute Resolution under the Act for:

- a Monetary Order for the return of all or a portion of their security deposit and pet damage deposit under sections 38 and 67 of the Act
- authorization to recover the filing fee for this application from the Landlords under section 72 of the Act

Landlord P.P. attended the hearing.

Tenants A.B. and A.H. attended the hearing.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package) and Evidence

I find each Tenant was served on July 17, 2024, by pre-agreed e-mail in accordance with section 43(2) of the *Residential Tenancy Regulation*. The Landlord confirmed copies of her evidence were included in each package.

I find the Landlord was served on August 18, 2025, by registered mail with the Tenants' proceeding package and copies of their evidence.

Each party acknowledged receipt of the other party's evidence, as well as an opportunity to review that evidence prior to the hearing.

Issues for Decision

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

Is the Landlord entitled to a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement?

Is the Landlord entitled to retain all or a portion of the Tenant's security deposit in partial satisfaction of the monetary award requested?

Is the Tenant entitled to a Monetary Order for the return of all or a portion of their security deposit?

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

Background and Evidence

I have reviewed the evidence, and I have considered the testimony of the parties, but I will refer only to what I find relevant to my decision.

Evidence established the tenancy commenced on September 1, 2020, and ended on June 30, 2025. At the start of the tenancy, on August 7, 2020, the Tenants provided the Landlord with a security deposit in the amount of \$1,050.00 and a pet damage deposit in the amount of \$1,050.00. A copy of the tenancy agreement was provided in evidence. At the start of the tenancy, the Landlord conducted a move-in inspection with the Tenants and a copy of the report signed by the parties was also provided in evidence.

The Tenants stated they gave notice to the Landlord of their intent to end the tenancy on the end of April 2025. The Landlord's text messages on the topic, which were submitted into evidence, indicate the Landlord's disappointment as they had been good tenants. After moving out of the rental unit on June 30, 2025, the Tenants each provided the Landlord with a completed RTB form for their forwarding address and served this to the Landlord by registered mail on July 3, 2025. The Landlord received

the Tenants' forwarding address on July 8, 2025. The Tenants provided copies of their forwarding address forms, and proof of service and delivery of these forms to the Landlord.

The Landlord conducted a move-out inspection with Tenant A.H. in attendance on June 30, 2025. The Tenant did not sign the report, but took photographs of the relevant pages that were submitted in evidence, as she did not agree with the Landlord's request for damages during their conversation at the time. Tenant A.H. stated she wished to speak with her co-Tenant before signing the report. Tenant A.H. took photographs of the inspection report at the time of the inspection and submitted these into evidence. Tenant A.H. did provide \$50.00 to the Landlord for the cost of cleaning the blinds (that amount was an additional payment made by Tenant A.H. directly to the Landlord and was not deducted from the security or pet damage deposits).

The Landlord requests compensation for damage to a window box and ledge (or windowsill) in one bedroom used by the Tenant A.B. as his office as well as damage alleged by the Landlord to have been caused the A.B.'s office chair wheels. The Landlord submitted copies of estimates she had received to repair the damage in the amount of \$600.00 and \$509.00, respectively. The Landlord stated she had not undertaken repairs.

The Landlord alleges the Tenants damaged the carpeting in one bedroom that was used by Tenant A.B. for his office. She explained the wheels on the Tenant's office chair damaged the carpeting and submitted an estimate from a flooring company that replacement of the carpet in that room would cost \$509.00. With respect to the window box, the Landlord submitted photographs depicting the condition of the window sill and box with peeling paint. The Landlord was of the opinion the Tenant had placed a 3-D printer on the window sill and the heat from the printer had caused the damage. The Landlord requested compensation in the amount of \$600.00, consistent with a repair estimate she had received.

The Landlord further requested compensation in the amount of one-half month's rent contending the Tenants' did not properly maintain their cat's litterbox and as a result the odor was off-putting to potential tenants, resulting in delay in her re-letting the unit effective July 15, 2025. The Landlord provided a copy of the new tenant's agreement to substantiate the start of that tenancy and loss of rent for the period July 1 to July 15, 2025. The Landlord explained that Tenant A.H. had hired an individual to clean the unit who was at the property and the Landlord began helping as the cleaning person had taken the bus and did not bring a vacuum which the Landlord provided. While in the unit assisting, the Landlord stated the litter box was full and there was a strong odor emanating from it. She stated she aired out the unit and the smell eventually abated by the time she rented the unit on June 29, 2025. The Landlord stated she advertised the unit on several internet platforms one month prior to the Tenants' departure and had a

first showing on May 2, 2025. She stated she did not keep track of how many potential tenants viewed the premises.

In response, the Tenants explained with regard to the window box, Tenant A.B. did not have a 3-D printer located on the window ledge (although he stated he had a laser cutter and fan located on the ledge). The Tenants submitted photographs depicting their taking of the ambient temperature in the room to establish the laser cutter was not raising the temperature such that it would cause the bubbling of paint on the window box sides or the damage to the windowsill. Rather, the Tenants stated the unit had an uneven surface pre-existing when they moved in and the paint that had been applied had begun to pit and separate. The Tenants took the position the window box was damaged at the time they moved in.

Similarly, the Tenants stated the carpet damage was also pre-existing. Tenant A.B. denied any damage caused by his office chair, noting that he changed the location of his office desk and chair routinely during the tenancy. Furthermore, they stated any damage to the carpet was reasonable wear and tear.

Finally, with respect to the litter box odor, the Tenants stated the Landlord at no time prior had indicated there was a problem with their pets and the litter box. The Tenants stated there was no complaint from the Landlord concerning the litter box until approximately the week they moved out (the Landlord residing on the upper level of the rental property). (As an aside, Tenant A.H. stated she was unaware the cleaning person had traveled by bus and without a vacuum which she stated she would have provided had she known).

In reply, the Landlord stated the entire suite had been painted prior to the Tenants moving in, and thus there was no pre-existing damage to the window box. Additionally, the Landlord testified the litter box was "crusted" and had not been emptied for an apparent extended period; hence, the odor which the Landlord states prevented the re-letting of the unit earlier. The Landlord stated that every room had a window box, but that no other window box in the unit was damaged except for the room used as an office where the Tenant placed a printer (or laser cutter).

The Tenants stated only the master bedroom was painted prior to their moving into the unit, which the Landlord contested was inaccurate.

Analysis

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

Based on the evidence before me, the testimony of the parties, and on a balance of probabilities, I find the Landlord has provided sufficient evidence to establish a claim for damage to the rental unit or common areas.

The Landlord submitted a photograph of the carpet damage in the bedroom used as an office by Tenant A.B. The photograph depicts carpet damage attributable to the wheels of an office chair. The Tenants admittedly did not utilize an office chair pad between the office chair and the carpeting, which would prevent damage to carpeting. I consider the use of such an office chair pad on a carpeted surface to be reasonable. The Landlord provided an invoice for the replacement of the carpet in that room estimated to be \$509.00. I find that estimate reasonable. The Landlord testified the carpet at the time the Tenants moved in in 2020 was approximately 5 years old. Policy Guideline 40, which provides guidance on the topic of the depreciation of elements of a rental unit, states that interior carpeting is expected to have a useful life of 12 years. Thus, the tenancy accounted for four years and eight months. I find it appropriate to award the Landlord \$200.00 for the Tenants' damage to the carpet based upon the carpet being 5 years old at the time of the start of the tenancy.

I further find the Landlord has provided sufficient evidence to establish the Tenants damaged the window box in the room used by the Tenants as an office. Although the Tenants state the window box was in a poor condition at the time they moved in, the photographs provided by the Tenants do not bear out this view. The photographs show the windowsill is pitted, however the paint is not pealed nor discolored as is shown in the photographs provided by the Landlord. Further, the Tenants' photographs do not show the sides of the window box whereas the Landlord's photographs depict the pealed paint and deteriorating condition in one corner. The move-in inspection report does not indicate the window box is in a damaged condition. However, I decline to award the Landlord the requested \$600.00 based upon an estimate for the repair of the window box by replacement of the drywall. There was no explanation in the estimate as

to why the drywall would require replacement as opposed to remediating the window box with sanding and re-painting. Therefore, I find the Landlord is entitled to be compensated in the amount of \$200.00 for the damage to the window box.

For these reasons, the Landlord's application for a Monetary Order for compensation for damage to the rental unit under section 67 of the Act is granted and the Landlord is awarded \$400.00 for the cost of repair to the carpet and window box damaged by the Tenants.

Is the Landlord entitled to a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement?

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

Based on the evidence before me, the testimony of the parties, and on a balance of probabilities, I find the Landlord has not established a claim for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement.

The Landlord requests one-half month's rent as lost rental income which she attributes to the odor from the pet litter box maintained in the unit by the Tenants. The Landlord did not provide sufficient evidence that a potential tenant would have rented but for the alleged odor. For instance, the Landlord did not keep a log of individuals who saw the unit and expressed interest in renting but declined because of an alleged odor. Rather, the Landlord stated the new tenants who rented the unit on June 29, 2025 (during the course of the Tenants' tenancy which ended on June 30, 2025, and presumptively while the litter box was in the unit), were unable to move into the unit as they were relocating from outside the area and required notice to their landlord as well as travel time. Therefore, the evidence presented supports a finding the rental unit was re-let while the litter box was in the unit and the one-half month's lost rent was attributable to the new tenants time to relocate to the area.

Therefore, I find the Landlord is not entitled to a Monetary Order for money owed or compensation for lost rent under the Act, regulation or tenancy agreement under section 67 of the Act. The Landlord's application for a Monetary Order for compensation for lost rent under section 67 of the Act is dismissed, without leave to reapply.

Are the Tenants entitled to a Monetary Order for the return of all or a portion of their security and pet damage deposits?

Section 38(4) allows a landlord to retain from a security and/or pet damage deposit if, at the end of the tenancy, the tenant agrees in writing that the landlord may retain an amount to pay a liability or obligation of the tenant.

If the landlord does not have the tenant's agreement in writing to retain all or a portion of the security and/or pet damage deposit, section 38(1) 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, the landlord must either repay any security or pet damage deposit or make an application for dispute resolution claiming against the security deposit or the pet damage deposit. I find the Landlord timely filed for dispute resolution on July 12, 2025, regarding the Tenants' security and pet damage deposit claims within 15 days of receipt of the Tenants' forwarding address on July 8, 2025.

I have determined the Landlord is entitled to damages for the carpet in the rental unit in the amount of \$400.00. I find the Tenants are entitled to the return of the balance of their security and pet damage deposits, plus interest, as more fully detailed below.

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

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

Conclusion

I grant the Tenants a Monetary Order in the amount of **\$1,713.74** pursuant to the following terms:

Monetary Issue	Granted Amount
a Monetary Order to the Landlord for damage to the rental unit under sections 38 and 67 deducted from the Tenants' security and pet damage deposits	-\$400.00
a Monetary Order to the Tenants for their security and pet damage deposits plus accrued interest.	\$2,213.74

Authorization to recover the filing fee from the Tenants under section 72 of the Act deducted from the Tenants security and pet damage deposits	-\$100.00
Total Amount	\$1,713.74

The Tenants are provided with this Order on the above terms and the Landlord must be served with **this Order** as soon as possible. Should the Landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

This decision is issued 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 16, 2025

Residential Tenancy Branch