



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes

MNDL-S, MNDCT, FFT, FFL

Introduction

This hearing was convened in response to cross applications.

The Landlord filed an Application for Dispute Resolution in which the Landlord applied for compensation for damage to the rental unit, to retain the security deposit, and to recover the fee for filing an Application for Dispute Resolution.

The Tenant filed an Application for Dispute Resolution in which the Tenant applied for a monetary Order for money owed or compensation for damage or loss and to recover the fee for filing this Application for Dispute Resolution.

The participants were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each participant affirmed they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The participants were advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. The participants affirmed they would not record any portion of these proceedings.

JACC participated in the hearing with the assistance of the interpreter.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

BS stated that the Landlord's Application for Dispute Resolution and Proceeding Package was sent to JC, by email, on July 12, 2025. The parties agree that they agreed to exchange legal documents by email. JC acknowledged receipt of these documents. I therefore find these documents were served in accordance with section 89 of the Act.

JACC stated that the Tenant's Application for Dispute Resolution and Proceeding Package was sent to BS, by email, on July 17, 2025. BS acknowledged receipt of these documents. I therefore find these documents were served in accordance with section 89 of the Act.

Service of Evidence

On July 09, 2025 and July 12, 2025, the Landlord submitted evidence to the Residential Tenancy Branch. BS stated that this evidence was served to the Tenant with the Landlord's Proceeding Package. JACC acknowledged receipt of this evidence, and it was accepted as evidence for these proceedings.

On July 14, 2025, the Tenant submitted evidence to the Residential Tenancy Branch. JACC stated that this evidence was served to the Landlord with the Tenant's Proceeding Package. BS acknowledged receipt of this evidence, and it was accepted as evidence for these proceedings.

On July 17, 2025, the Landlord submitted additional evidence to the Residential Tenancy Branch. BS stated that this evidence was served to the Tenant, via email, on July 17, 2025. JACC acknowledged receipt of this evidence, and it was accepted as evidence for these proceedings.

On August 29, 2025, the Landlord submitted additional evidence to the Residential Tenancy Branch. BS stated that this evidence was served to the Tenant, via email, on August 29, 2025. JACC acknowledged receipt of this evidence, and it was accepted as evidence for these proceedings.

On September 01, 2025, the Landlord submitted additional evidence to the Residential Tenancy Branch. BS stated that this evidence was served to the Tenant, via email, on September 01, 2025. JACC acknowledged receipt of this evidence, and it was accepted as evidence for these proceedings.

On September 02, 2025, the Landlord submitted additional evidence to the Residential Tenancy Branch. The deadline for the Landlord serving evidence for their Application for Dispute Resolution was September 01, 2025. BS stated that the Landlord thought they had until September 02, 2025 to submit/serve evidence.

As the Landlord's evidence package of September 02, 2025 was not served in accordance with the timelines established by the Residential Tenancy Branch Rules of Procedure and the Landlord had no reasonable reason for submitting the evidence after the deadline, the Landlord's evidence package of September 02, 2025 was not accepted as evidence for these proceedings.

The parties were advised that the Landlord could reference the document submitted to the Residential Tenancy Branch on September 02, 2025, but I would not be referring to the document itself during the adjudication. I find this is not unduly prejudicial to the Landlord, as this document is simply a written submission that the Landlord may introduce orally.

Issue(s) to be Decided

Is the Landlord entitled to compensation for damage to the rental unit?

Is the Landlord entitled to the return the Tenant's security deposit?

Is the Tenant entitled to a rent refund?

Is either party entitled to recover the fee paid to file an Application for Dispute Resolution?

Background and Evidence

The Landlord and the Tenant agree that:

- the tenancy began in 2019
- the tenancy ended on June 30, 2025

- the monthly rent, at the end of the tenancy, was \$2,095.00
- rent was due by the first day of each month
- the Tenant paid a security deposit of \$900.00 on January 19, 2019
- a condition inspection report was completed at the beginning of the tenancy
- a condition inspection report was completed at the end of the tenancy
- the Tenant signed the final condition inspection report to indicate the Landlord could retain the security deposit of \$900.00.

JACC stated that:

- he does not read English
- he did not intent to sign the final condition inspection report to indicate the Tenant agreed with the content of the report or to indicate the Tenant agreed the Landlord could retain the security deposit of \$900.00.

The Landlord is seeking compensation, in the amount of \$2,512.39, for replacing the carpet. BS stated that the carpet was installed in the unit in 2013.

The Landlord and the Tenant agree there was one stain on a bedroom carpet, which can be seen in the Landlord's photograph labelled "Bedroom_carpet.JPG".

BS stated that at the end of the tenancy, there were additional stains on the carpet in the master bedroom. These can be seen in the Landlord's photograph labelled "2_Bedroom-carpet. JPG". JACC acknowledged that these stains occurred during the tenancy.

BS stated that at the end of the tenancy, there was an additional stain on the carpet in the master bedroom. These can be seen in the Landlord's photograph labelled "3_Bedroom-carpet. JPG". JACC acknowledged that these stains occurred during the tenancy.

BS stated that at the end of the tenancy, there was an additional stain on the carpet in the living room. These can be seen in the Landlord's photograph labelled "3_Bedroom-carpet. JPG". JACC acknowledged that these stains occurred during the tenancy.

BS stated that at the end of the tenancy, there was an additional stain on the carpet in the living room and in one of the other bedrooms. JAAC denies this submission.

BS stated that the carpet in the entire rental unit was replaced, as the carpet through the unit was of the same color/style. JACC agrees that the carpet throughout the unit was same color/style.

JACC agrees that the Landlord should be entitled to compensation for replacing the carpet in the two rooms that were damaged during the tenancy. JACC submits that the Landlord should not be entitled to compensation for re-carpeting the entire rental unit.

The Landlord submitted an estimate to show it will cost \$4,611.60 to replace the flooring and a receipt to show that they paid \$3,492.39 to replace the flooring. BS stated the cost of purchasing, but not installing, laminate flooring is included on those documents. BS stated that the Landlord is not seeking compensation for replacing the laminate flooring.

The Landlord is seeking compensation, in the amount of \$1,152.22, to repair three doors/casing, which the Landlord alleges were damaged during the tenancy.

The Tenant stated that the Tenant installed temporary locking devices on the three doors and that they "repaired" the doors after removing the locking devices.

The Landlord submitted photographs of the doors/casings, which show some damage that had been partially repaired by the Tenant. JACC acknowledges that the Landlord's photographs fairly represent the condition of the doors after the Tenant partially repaired them.

The Landlord submitted an estimate of \$1,097.25, which included supplying and installing three doors/casings and installing a range hood. The Landlord also submitted an invoice of for \$4,620.00, which included:

- painting the entire house
- changing electrical outlets and plugs
- re-casing two bedroom doors
- repairing doors
- remaking a mirror trim
- paint and electrical supplies.

BS estimates that the Landlord paid \$1,000.00 to repair the doors/casings.

The Landlord is seeking compensation for replacing a range hood. In support of this claim, BS stated that:

- the range hood was new in January of 2019.
- at the end of the tenancy, the range hood was very dirty and was scratched/chipped/rusty.

The Landlord submitted a photograph of the range hood, which was taken at the end of the tenancy. JACC agrees it is a fair representation of the range hood at the end of the tenancy.

JACC stated that:

- the range hood was in good condition at the start of the tenancy, although it was not new
- the range hood is rusty, but not dirty.

The Landlord submitted a receipt to show that the Landlord paid \$146.65 for a new range hood.

The Landlord is seeking compensation for replacing a stove. In support of this claim, BS stated that:

- the stove was purchased in January of 2019
- at the end of the tenancy, the stove was very greasy
- at the end of the tenancy, the paint at the bottom left corner of the oven door had bubble and was broken away
- the oven door damage was likely the result of grease spilling over the stove
- the stove was functional at the end of the tenancy
- the Landlord replaced the stove because they were not certain the oven door was safe
- the stove was replaced with a used stove, which cost \$380.00 plus tax and delivery.

The Landlord submitted photographs of the stove, which the Tenant agrees fairly represents the condition of the stove at the end of the tenancy.

JACC stated that:

- they do not know how the stove was damaged during the tenancy
- the stove was kept in clean condition

The Landlord is seeking compensation for replacing a clothes dryer. In support of this claim, BS stated that:

- the dryer was purchased on May 22, 2020
- at the end of the tenancy, the top and inside of the dryer was scratched/chipped
- the door gasket was shredded
- the dryer was functional
- the dryer was replaced with a used dryer, which cost \$440.00 plus tax and delivery.

The Landlord submitted photographs of the dryer, which the Tenant agrees fairly represents the condition of the dryer at the end of the tenancy.

JACC stated that the dryer was damaged from normal use.

JC stated that the stove, the dryer, and the range hood were working at the end of the tenancy.

The Landlord submitted a receipt for the used stove and dryer, in the amount of \$918.40

At the hearing, BS acknowledged that all the Landlord's monetary claims had been discussed.

The Tenant is seeking a rent refund from July of 2025, in the amount of \$2,095.00.

The Landlord and the Tenant agree that:

- the landlord had a post dated cheque for rent for July of 2025, in the amount of \$2,095.00

- the rent cheque for July of 2025 was cashed and the funds have not been returned to the Tenant
- the Tenant gave the Landlord proper notice of their intent to vacate the unit on June 30, 2025.

At the hearing, JACC acknowledged that all the Tenant's monetary claims had been discussed.

Analysis

Is the Landlord entitled to compensation for damage to the rental unit?

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.

Section 37(2) 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 the tenant must return all keys or other means of accessing the unit/residential property.

To be awarded compensation for damage to the rental unit or common areas, 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

Residential Tenancy Branch Policy Guideline 1 states that reasonable wear and tear refers to natural deterioration that occurs due to aging and other natural forces, where the tenant has used the premises in a reasonable fashion. An arbitrator may determine whether repairs or maintenance are required due to reasonable wear and tear or due to deliberate damage or neglect by the tenant. An arbitrator may also determine whether the condition of premises meets reasonable health, cleanliness, and sanitary standards, which are not necessarily the standards of the arbitrator, the landlord or the tenant.

In the case of verbal testimony when one party submits their version of events and the other party disputes that version, it is incumbent on the party bearing the burden of proof to provide sufficient evidence to corroborate their version of events. In the absence of any documentary evidence to support their version of events or to doubt the credibility of the parties, the party bearing the burden of proof would fail to meet that burden.

Based on the condition inspection report submitted, I find that the carpet in one of the bedrooms was stained at the start of the tenancy.

Based on the undisputed evidence, I find that there were stains on the carpet in at least two of the bedrooms, which were not present at the start of the tenancy.

I find that the Tenant failed to comply with section 37(2) of the Act when they failed to remove the stains that occurred during the tenancy.

Based on the estimate and the invoice for carpet replacement submitted by the Landlord, I find that the Landlord paid \$2,110.08 for supplies to purchase supplies for replacing the carpet, plus taxes of \$253.20, and \$1,096.10 for installation, plus taxes of \$76.73. (Total \$3,636.11).

Claims for compensation related to damage to the rental unit are meant to compensate the injured party for their actual loss. In the case of fixtures in a rental unit, a claim for damage and loss is based on the depreciated value of the fixture and not based on the replacement cost. This is to reflect the useful life of fixtures, such as carpets and countertops, which are depreciating all the time through normal wear and tear.

The Residential Tenancy Policy Guideline #40 suggests that the life expectancy of carpet is 12 years. Based on BS' undisputed testimony that the carpets were installed in 2013, I find that the carpets had exceeded, or were close to exceeding their life expectancy. I therefore find that the carpet had fully depreciated by the time this tenancy ended and that the Landlord is not entitled to compensation for replacing the carpet. The Landlord's claim for compensation for replacing the carpet is dismissed, without leave to reapply.

Based on the undisputed testimony and photographs submitted in evidence, I find that the Tenant failed to comply with section 37(2) of the Act when they failed to repair three doors/casings that were damaged during the tenancy. Although I accept that the Tenant attempted to re[air the damage caused by the Tenant, I find the repair is inadequate and that the Landlord is entitled to recover the cost of repairing the doors.

Based on the invoice submitted in evidence, I find that the Landlord paid \$4,620.00 for the following repairs/supplies:

- painting the entire house
- changing electrical outlets and plugs
- re-casing two bedroom doors
- repairing doors
- remaking a mirror trim
- paint and electrical supplies.

I find the Landlord's estimate of \$1,000.00 for repairing doors/casings is not credible, when considering the other labor/costs outlined in the invoice of \$4,620.00.

I find the Landlord's estimate of \$1,000.00 for repairing doors/casings is not credible, when considering the estimate of \$1,097. 25, which included the cost of purchasing new doors and installing the microwave.

I find a more reasonable estimate for repairing the door/casing, based on the invoice and estimate provided, would be \$750.00. I therefore grant the Landlord compensation of \$750.00 repairing the doors/casings.

Based on the testimony of the parties and the photograph of the range hood, I find that the Tenant failed to comply with section 37(2) of the Act when they failed to repair and clean range hood which was damaged during the tenancy. I find the nature of the damage to the range hood exceeds normal wear and tear. Based on the nature of the damage to the range hood, I find it reasonable that the Landlord replace it.

The Residential Tenancy Policy Guidelines show that the life expectancy of a range hood is 15 years. In the absence of concrete evidence to the contrary, I accept BS'

testimony that the range hood was new in January of 2019. I find BS' testimony was quite specific and forthright and I can find no reason to discount that testimony. Conversely, I find that JACC would have no direct knowledge of when the range hood was purchased, as the Tenant was not living in the unit in January of 2019.

I therefore find that the range hood was approximately 6.5 years old at the end of the tenancy that it had depreciated by approximately 43% when the tenancy ended. I therefore find that the Landlord is entitled to 57% of the cost of purchasing a new one, which in these circumstances is \$83.59.

Based on the testimony of the parties and the photograph of the stove, I find that the Tenant failed to comply with section 37(2) of the Act when they failed to repair the damaged oven door, which was damaged during the tenancy. I find the nature of the damage to the door exceeds normal wear and tear. Based on the nature of the damage to the door, I find it reasonable that the Landlord replaced it with a used stove.

Based on the testimony of the parties and the photograph of the stove, I find that the Tenant failed to comply with section 37(2) of the Act when they failed to repair the dryer, which was damaged during the tenancy. I find the nature of the damage to the dryer exceeds normal wear and tear. Based on the nature of the damage, I find it reasonable that the Landlord replaced it with a used dryer.

Although the damage to the stove and clothes dryer may not impact the functionality of the appliances, it detracts from their appearance, which some people may not appreciate. I find it reasonable to replace the appliances with used appliances, rather than to attempt to repair them, which would likely cost the same amount.

Based on the receipt submitted in evidence, I find that the Landlord paid \$918.40 for a used dryer and stove, and I find the Landlord is entitled to compensation in that amount for replacing the appliances.

I find that depreciation of the dryer and stove need not be considered, as the appliances were replaced with used appliances.

Is the Landlord entitled to the return the Tenant's security deposit?

Section 38(1) of the Act stipulates that within 15 days after the later of tenancy ending and the landlord receiving the tenant's forwarding address, the Landlord must repay the security deposit or make an application for dispute resolution claiming against the security deposit or pet damage deposit.

Residential Tenancy Branch records show the Landlord filed their Application for Dispute Resolution on July 09, 2025. I find the Landlord complied with section 38(1) of the Act, as the tenancy ended on June 30, 2025.

I find the Landlord is entitled to retain the security deposit of \$900.00, plus interest of \$48.69, in partial satisfaction of their monetary claim, pursuant to section 72(2) of the Act.

Is the Tenant entitled to a rent refund?

Based on the undisputed evidence, I find this tenancy ended on June 30, 2025, after the tenant proper notice to end the tenancy on that date. As the tenancy ended on June 30, 2025, the Tenant was not required to pay rent for July of 2025. I therefore find that the Landlord must return the \$2,095.00 the Tenant paid in rent for July of 2025.

Is either party entitled to recover the fee paid to file an Application for Dispute Resolution?

I find that both Applications for Dispute Resolution have merit. I therefore find that each party is responsible for the costs of filing their own Application for Dispute Resolution, and I dismiss the applications to recover the fees for filing an Application for Dispute Resolution.

Conclusion

The Landlord has established a monetary claim, in the amount of \$1,751.99, for compensation for damage to the rental unit. Pursuant to section 72(2) of the Act, I

authorize the Landlord to retain the Tenant's security deposit/interest of \$948.69 in partial satisfaction of this monetary claim, leaving a balance due to the Landlord in the amount of \$803.30.

The Tenant has established a monetary claim, in the amount of \$2,095.00, which represents a rent refund for July of 2025.

After offsetting the two claims, I find the Landlord must pay \$1,291.70 to the Tenant.

Based on these determinations I grant the Tenant a monetary Order for \$1,291.70. In the event the Landlord does not voluntarily comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that 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 *Act*.

Dated: September 16, 2025

Residential Tenancy Branch