DECISION

Introduction

The hearing was convened following Applications for Dispute Resolution (Applications) from both parties under the *Residential Tenancy Act* (the Act), which were crossed to be heard simultaneously.

The Landlord seeks:

- A Monetary Order for damage to the rental unit under sections 32 and 67 of the Act;
- Authorization to retain the Tenants' security deposit in partial satisfaction of the Monetary Order requested under section 38 of the Act; and
- To recover the filing fee for their Application from the Tenant under section 72(1) of the Act.

The Tenants seek:

- A monetary order for compensation for damage or loss under the Act, the *Residential Tenancy Regulation* (the Regulation) or tenancy agreement under section 67 of the Act; and
- To recover the filing fee for their Application from the Landlord under section 72(1) of the Act.

An Agent attended the hearing for the Landlord. Both Tenants attended the hearing. Words using the singular shall also include the plural and vice versa where the context requires.

Service of Notice of Dispute Resolution Proceeding and Evidence

Both parties confirmed receipt of the Notice of Dispute Resolution Package for the other's Application and the other's evidence. No issues with service were raised. Given this, I find these records were served as required under sections 88 and 89 of the Act.

Preliminary Issue – Amendment

The Landlord requested compensation for cleaning with their claim for damage to the rental unit. Strictly speaking, a claim for cleaning is not considered damage. I therefore amend the Landlord's Application under section 64(3)(c) of the Act so that the request for cleaning costs is considered under a claim for compensation for loss under the Act, Regulation, or tenancy agreement, which would encompass cleaning.

The claim for cleaning costs is clearly outlined in the Application. As such, I find this amendment does not unfairly prejudice the Tenants.

Issues to be Decided

- Are either party entitled to the requested compensation?
- Can the Landlord retain the Tenants' security deposit?
- Can either party recover the filing fee for their respective Applications?

Background and Evidence

The parties were given an opportunity to present evidence and make submissions. I have reviewed all written and oral evidence provided to me by the parties, however, only the evidence relevant to the issues in dispute will be referenced in this Decision.

The parties agreed on the following regarding the tenancy:

- The tenancy began on May 1, 2023 and ended on June 30, 2025 after the Tenants gave notice.
- Rent was initially $2,900.00 per month due on the first day of the month, then a rent increase took effect on November 1, 2024 which brought rent up to $3,000.00 per month.
- A security deposit of $1,450.00 was paid by the Tenants on April 17, 2023 which the Landlord still holds.
- There is a written tenancy agreement, a copy of which was entered into evidence.
- The Tenants participated in the inspections of the rental unit at both the start and end of the tenancy and provided their forwarding address in writing to the Landlord on the end of tenancy report on June 30, 2025.

The Landlord's claims

On June 11, 2024, the Tenants reported the dishwasher in the rental unit was not working properly. Records of email correspondence were provided as evidence which indicate the Tenants reported the appliance stopped mid-cycle on multiple occasions, a continuous beeping sound was heard, dishwasher pods were not dissolving, and items were soaking wet at the end of the cycle.

A technician from an appliance repair company attended the rental unit and found the appliance was fully functioning and noted in their invoice that the Tenants were loading the appliance incorrectly. The Landlord seeks to recover the costs of hiring the technician, taking the position that the Tenants requested repairs unnecessarily and nothing was wrong with the appliance.

There were cracks on the door of the dishwasher that developed during the tenancy. These were not recorded on the end of tenancy condition inspection report, as the Landlord's Agent indicated they had forgotten about them, though they had been reported by the Tenants in January 2025 via email. In the correspondence the Tenants had denied any wrongdoing and said the cracks were due to wear and tear as they had had developed in line with screws on the door. The Landlord's Agent said the cracks occurred because the Tenants had opened the dishwasher door aggressively, but they were not sure.

It was the Landlord's position that the dishwasher could not have been kept in the rental unit owing to its condition and had to be replaced, which would have likely been a cheaper option than having it repaired in any case. The appliance functioned despite the cracks, but the buttons were temperamental. The age of the appliance was unknown, but it was not new when the tenancy began in May 2023. The Landlord seeks the cost of replacing the washing machine and provided an invoice as evidence.

The Landlord's Agent affirmed that hair was strewn about the rental unit when the Tenants vacated, there were "streaks" present and a strong cooking odour. The addendum to the tenancy agreement provides the Tenants must have the rental unit professionally cleaned at the end of the tenancy. It was acknowledged the Tenants did this and provided a cleaning invoice, but it was argued this was not up to standard.

The Landlord provided photographs of the rental unit, and a completed condition inspection report as evidence. The Landlord's Agent acknowledged that the end of tenancy report had been prepared in the presence of one of the Tenants, but had then been changed following a further inspection of the rental unit with the Landlord and a

copy of the amended report was not given to the Tenants, other than when it was included in the Landlord's evidence package for their Application on July 10, 2025.

The Landlord seeks cleaning costs based on a quote for $350.00 to $450.00 provided by a private cleaner via email. The Landlord's Agent was unsure if anything further happened after they got the quote and no records of payment or receipts were provided.

The Landlord's claims are summarized as follows:

Item	**Amount**
Replacement dishwasher	$1,042.85
Dishwasher repair	$173.72
Cleaning	$300.00
Total	**$1,516.56**

The Tenants' response to the Landlord's claims

The Tenants testified that they outlined issues with the dishwasher to the Landlord's Agent in June 2024 and asked for a solution. The technician was arranged with no warning from their perspective and there was no indication they would be expected to bear the costs. The Tenants argued the technician was inefficient and only inspected the empty dishwasher, ran a test, and said they did not know why they had been called.

The Tenants denied the allegation they improperly loaded the appliance and argued that as the dishwasher was empty when the technician attended, there was no way for them to have known this.

The Tenants acknowledged they reported the cracks in the dishwasher in January 2025, provided videos of them to the Landlord's Agent and in further discussions had outlined their belief that the cracks came from screws above the dishwasher. The matter was not addressed any further, though the appliance was functioning by the time the tenancy ended.

The Tenants reiterated their belief that the cracks came from wear and tear, and argued they did not hide the presence of the cracks from the Landlord, and disputed they came about by closing the door aggressively.

The Tenants also referred me to records of communication between the parties after the tenancy ended and argued that the Landlord's Agent indicated the appliance was replaced for insurance and strata-related reasons.

The Tenants affirmed that the cleanliness of the rental unit was not mentioned during the end of tenancy inspection. Further, they paid $138.00 to have the rental unit professionally cleaned, provided a copy of this as evidence, and argued that the occasional hair left behind did not mean the rental unit was unclean.

The Tenants' claims

In September 2023, the Tenants noticed a tap in the bathroom kept falling off, which was reported to the Landlord's Agent. On October 4, a leak developed from under the floor. The Landlord's Agent sent a plumber to fix the issue. The plumber told the Tenants that the leak was related to the tap and could have been avoided if that issue had been addressed sooner.

Because flooring in the rental unit was affected by the leak, industrial fans had to be run from October 5 to 10, 2023. As both Tenants work from home, they were affected by noise disturbances from the fans, and also had to spend some time mopping the floor when the leak was initially discovered. The Tenants seek compensation for loss of quiet enjoyment based on this.

When the plumber attended to deal with the leak, the stopper in the bathtub was also noted as broken. The plug hole became clogged, and the Tenants purchased a drain snake to get hair out at a cost of $30.22, which the Landlord reimbursed them for, but the Tenants seek additional costs for their own time spent on dealing with the matter.

The Tenants received a Notice of Rent Increase in June 2024, increasing rent by $100.00 from November 1. The Tenants acknowledged the Landlord was entitled to put in place the rent increase and accepted there were no issues with the amount or notice period, though believed the increase was a retaliatory step taken in response to disputes between the parties going on at that time. The Tenants seek $75.00 compensation for this.

The Tenants argued that after the leak in October 2023, the floor should have been replaced. In April 2025 they noticed silverfish in the rental unit and reported this to the Landlord's Agent, who arranged for an exterminator to attend. Initially the exterminator was under the impression they had been sent to deal with ants. Ultimately, silverfish treatment was applied which meant the Tenants had to leave the rental unit for 5 to 6 hours. It was the Tenants' position that had the floor been replaced soon after October 2023, silverfish that thrive in humid environments would not have become an issue.

The Tenants' claims are summarized as follows:

Item	Amount
Water leak and damage	$800.00
Dealing with clogged drain	$125.00
Rent increase	$75.00
Silverfish infestation	$250.00
Total	**$1,250.00**

The Landlord's response to the Tenants' claims

The tenancy agreement sets out that it is the Tenants' responsibility to have insurance to cover costs if the rental unit is unlivable due to flood or fire. It was denied that the rental unit was at any point uninhabitable, but regardless, the Tenants were responsible for having appropriate cover if they felt it was. It was also argued that the Tenants had the option to voice their concerns about the issue at the time, but they did not.

The Landlord's Agent argued the hair buildup had nothing to do with a broken stopper and a strainer or catcher for the plug would have been more relevant. Further, they had asked the Tenants to deal with the matter themselves to avoid the costs of a plumber and were refunded for this.

It was the Landlord's position that the silverfish issue was present in the building as a whole and not related to the flooring in the rental unit. It was argued that if the silverfish was linked to the previous leak, the issue would have occurred sooner, not approaching two years later.

Analysis

Rule 6.6 of the Residential Tenancy Branch *Rules of Procedure* states that the standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

Section 7 of the Act provides the basis of claims for compensation relating to breaches of the Act or a tenancy agreement. Section 7(1) states that if a landlord or tenant does not comply with the Act, the Regulation, or the tenancy agreement, the non-complying party must compensate the other for damage or loss that results. Section 7(2) of the Act also requires the claiming party to take reasonable steps to minimize their loss.

In order to be successful in their respective claims, each applicant must prove on a balance of probabilities that the respondent breached the Act, the Regulation, or tenancy agreement, that this breach caused the applicant to incur a loss, and that they took reasonable steps to mitigate this loss.

As set out in Policy Guideline 16 - *Compensation for Damage or Loss*, a party seeking compensation should present compelling evidence of the value of the damage or loss in question. For example, if a landlord is claiming for carpet cleaning, a receipt from the carpet cleaning company should be provided in evidence.

Also, section 67 of the Act states that if damage or loss results from a party's non-compliance, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party.

I will address each of the claims raised in the parties' Applications in turn.

The Landlord's claims

Replacement dishwasher - $1,042.85

Section 32(3) of the Act states that a tenant must repair damage to the rental unit caused by the actions or neglect of the tenant, or a person permitted on the residential property by the tenant. Additionally, section 37(2) of the Act sets out that when a tenant vacates a rental unit undamaged except for reasonable wear and tear.

Under section 32(1) of the Act, a landlord must provide and maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law, and having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

As set out in paragraph 3 of the tenancy agreement, provision of the dishwasher in the rental unit was included in rent. As set out in section I of Policy Guideline 1 – *Landlord & Tenant – Responsibility for Residential Premises*, a landlord is responsible for repairs to appliances provided under the tenancy agreement unless the damage was caused by the deliberate actions or neglect of the tenant.

It was undisputed that in January 2025 the Tenants reported to the Landlord's Agent that cracks had emerged in the door of the dishwasher. The cause of the cracks was in dispute. As outlined above, in order to be successful in the claim, the Landlord must establish the cracks occurred as a result of a breach on the part of the Tenants. Based

on the evidence before me, I find the Landlord has failed to meet their evidentiary burden in this regard.

I found the notion that the cracks happened because the Tenants were closing the door aggressively was based on speculation, rather than compelling evidence. The Landlord's Agent's own submissions indicated that they were not sure of the cause of the cracks.

The Tenants denied the allegation they were aggressive with the appliance with testimony I found to be plausible and consistent with their correspondence from January 2025 where the issue was first addressed. There were no reports or written evidence from an independent professional that spoke to the source of the cracks provided as evidence.

From the above, I find the Landlord has failed to establish the basis of the claim to recover the costs of the replacement dishwasher i.e. that the Tenants damaged the appliance through neglect or deliberate actions. I dismiss the claim without leave to reapply.

As an aside, I also find other issues with the claim. The Tenants affirmed the appliance was still operational when they vacated the rental unit. Whilst the cracks clearly affect the aesthetic quality of the dishwasher, nothing before me indicated the appliance could not be used and that replacement was the only option. If the Landlord had established a breach on the Tenants' part, there would have been issues with the Landlord's steps to mitigate the loss to address.

Dishwasher repair - $173.72

As noted above, a landlord is responsible for repairs to appliances provided under the tenancy agreement, unless the issue is caused by the tenant. I find it was the Landlord's obligation to deal with Tenants' report of the malfunctioning dishwasher, and they could do this as they see fit. There was no absolute requirement to have a technician attend and preliminary investigations could have been done by themselves or their Agent.

There was no question the Tenants caused any damage to the dishwasher at this stage as the cracks were not an issue at the time. Though the technician's invoice records "improper loading on bottom rack" I find there is no clear link between this and the stopping mid-cycle, beeping, pods not dissolving and the appliance not heating, which is set out in the complaint. The notes reference stacking instructions in the owner's

manual, though nothing before me indicated this manual was provided to the Tenants and they then went against the instructions.

I do not find the costs of the dishwasher repair invoice were incurred as a result of any breach of the Act, Regulation, or tenancy agreement by the Tenants. I also find insufficient evidence to indicate the report of the malfunctioning dishwasher was fabricated or made out of malice by the Tenants. In these circumstances, I find the Landlord has failed to establish a breach of any kind on the part of the Tenants. I dismiss the claim without leave to reapply.

Cleaning - $300.00

Section 37(2)(a) of the Act requires tenants to leave the rental unit reasonably clean when they vacate. The standard of cleaning imposed by the Act is one of reasonableness and not one of perfection.

The parties provided opposing stances on the level of cleanliness of the rental unit when the Tenants vacated. As set out in section 21 of the Regulation, a condition inspection report is evidence of the state of repair and condition of the rental unit on the date of the inspection, unless either the landlord or the tenant has a preponderance of evidence to the contrary.

Though the end of tenancy condition inspection report records many elements of the rental unit are dirty, it was undisputed that the report was amended by the Landlord's Agent after the Tenant signed it. Because of this, I find the contents of the end of tenancy report are highly dubious and I afford it no evidentiary weight.

The Landlord provided photographs of the rental unit where I find a hair or two are visible, and some residue is seen on surfaces, though the images are taken from an up-close and quite forensic perspective and it is not possible to see the condition of the rental unit in a wider sense.

From the above, I do not find the Landlord has proven on a balance of probabilities that the Tenants breached their duties regarding the cleanliness of the rental unit which I reiterate is just to leave it reasonably clean. I dismiss the claim without leave to reapply.

The Tenants' claims

Water leak and damage - $800.00

The Tenants claim the use of fans in the rental unit for a period of 5 days breached their right to quiet enjoyment of the rental unit.

As set out in section 28 of the Act, a tenant is entitled to quiet enjoyment, including, but not limited to the rights to:

- Reasonable privacy;
- Freedom from unreasonable disturbance;
- Exclusive possession, subject to the landlord's right of entry under section 29 of the Act; and
- Use of common areas for reasonable and lawful purposes, free from significant interference.

As set out in Policy Guideline 6 - *Entitlement to Quiet Enjoyment*, a landlord is obligated to ensure that a tenant's entitlement to quiet enjoyment is protected. A breach of the entitlement to quiet enjoyment means substantial interference with the ordinary and lawful enjoyment of the premises. This includes situations in which the landlord has directly caused the interference, and situations in which the landlord was aware of an interference or unreasonable disturbance, but failed to take reasonable steps to correct these.

Temporary discomfort or inconvenience does not constitute a basis for a breach of the entitlement to quiet enjoyment. Frequent and ongoing interference or unreasonable disturbances may form a basis for a claim of a breach of the entitlement to quiet enjoyment. A landlord can be held responsible for the actions of other tenants if it can be established that the landlord was aware of a problem and failed to take reasonable steps to correct it.

Policy Guideline 6 also sets out that a breach of the entitlement to quiet enjoyment may form the basis for a claim for compensation. In determining the amount by which the value of the tenancy has been reduced, the arbitrator will take into consideration the seriousness of the situation or the degree to which the tenant has been unable to use or has been deprived of the right to quiet enjoyment of the premises, and the length of time over which the situation has existed.

The Tenants provided no recordings of the fans. There were no written records of any complaints about the presence of the fans or correspondence that indicted the Tenants had an issue with the fans until July 2024 – approaching a year after the fans were removed. I did not find the Tenants' testimony indicated an issue that is consistent with a frequent or ongoing unreasonable disturbance.

Considering the above and as it was undisputed the fans were present for a relatively short period of time of a maximum of five days, I do not find the Tenants have established the issue justifies compensation of any kind, not even nominal damages. I dismiss the claim without leave to reapply.

Dealing with clogged drain - $125.00

It was undisputed that the issue with the draining in the bathtub happened approaching six months into the tenancy. The Tenants bought a drain snake and removed the clog, which was described as composed of hair.

Given the tenancy had been in place for a reasonable period by this time, and as there was no suggestion the clog came about due to any issue with the plumbing in the rental unit or the residential property, I find that dealing with hair clogs would fall under the Tenants' obligation to maintain reasonable health, cleanliness and sanitary standards throughout the rental unit as set out in section 32(2) of the Act.

The Tenants have been reimbursed for the costs of buying the drain snake and I find insufficient evidence to indicate the Landlord breached the Act, Regulation or tenancy agreement they would justify a basis for further compensation. I dismiss the claim without leave to reapply.

Rent increase - $75.00

Part 3, section 41 of the Act, states that a landlord must not increase rent except in accordance with sections 42 and 43 of the Act. Section 42 of the Act only allows for a rent increase at least 12 months after the effective date of the last rent increase, which must also be served in the approved form and at least 3 months before the effective date of the increase. Section 43 of the Act sets out that a landlord may only impose a rent increase by an amount calculated in accordance with the Regulation or for an amount agreed to by the tenant in writing, or as ordered by an arbitrator.

At the time the rent increase was imposed, the Regulation allowed an increase of up to 3.5%, which the Landlord complied with.

As noted in section 43(2) of the Act, a tenant may not make an application for dispute resolution to dispute a rent increase that complies with part 3 of the Act.

I find the rent increased imposed by the Landlord effective November 1, 2024 was entirely compliant with part 3 of the Act. The Tenants are barred from disputing it under section 43(2) of the Act. Whilst the Tenants took issue with the timing of the increase as it coincided with disputes with the Landlord about other issues I find this is completely irrelevant. A landlord is permitted to increase rent in accordance with part 3 of the Act regardless of the state of the relationship with the tenant and any interpersonal differences do not suspend or otherwise affect a landlord's right to increase rent in compliance with the Act.

The Tenants' claim is entirely without merit. I dismiss it without leave to reapply.

Silverfish infestation - $250.00

As noted above, a landlord's responsibilities to repair and maintain the residential property are set out in section 32(1) of the Act. This would include dealing with pests, such as silverfish.

From the evidence before me, I find the Landlord's Agent responded to the Tenants reports of silverfish in the rental unit and dealt with it in a reasonable timeframe and in an appropriate manner.

I do not find the requirement to vacate the rental unit for a few hours would justify nominal compensation, let alone $250.00. I also find insufficient evidence to indicate this came about due to a breach on the Landlord's part and find merit in the argument the leak in October 2023 and the presence of silverfish in April 2025 are unrelated, given the significant amount of time that elapsed between the two events. I dismiss the claim without leave to reapply.

<u>Security deposit</u>

Section 38(1) of the Act requires a landlord to either repay the security deposit to the tenant or make an application for dispute resolution claiming against the security deposit within fifteen days of the tenancy ending and receiving the tenant's forwarding address in writing, which ever is later.

Section 38(6) of the Act states that if a landlord does not take either of the courses of action set out in section 38(1) of the Act, the landlord may not make a claim against the security deposit and must pay the tenant double the amount of the security deposit.

The Landlord submitted their Application on July 10, 2025. I find the tenancy ended on June 30 and the Tenants provided their forwarding address in writing to the Landlords on the same day when it was given on the end of tenancy condition inspection report. Given this, the Landlord has complied within the fifteen-day timeframe set out in section 38(1) of the Act.

Nothing before me indicated either party extinguished their rights regarding claims to the security deposit under sections 24 and 36 of the Act.

Though the Landlord was unsuccessful in their claim, I do not find the claim to be frivolous. Had this been the case, I have discretion to apply the provisions of section 38(6) of the Act and order the return of double the security deposit to the Tenants. I do not find it appropriate to do so in this case, though since the Landlord has no grounds to retain any part of the Tenants' security deposit, under the authority set out in section 62(3) of the Act I order its return to the Tenants, plus interest. I issue the Tenants a Monetary Order accordingly.

Per section 4 of the Regulation, interest on security deposits is calculated at 4.5% below the prime lending rate. The amount of interest owing on the security deposit was calculated as $70.05 using the Residential Tenancy Branch interest calculator using today's date

Filing fees

As neither party was successful in their Application, each should bear the cost of the filing fee. I dismiss both parties' requests under section 72(1) of the Act without leave to reapply.

Conclusion

Both Applications are dismissed in their entirety without leave to reapply.

I order the Landlord to return the Tenants' security deposit to them with interest.

The Tenants are issued a Monetary Order. A copy of the Monetary Order is attached to this Decision and must be served on the Landlord. It is the Tenants' obligation to serve the Monetary Order on the Landlord. The Monetary Order is enforceable in the

Provincial Court of British Columbia (Small Claims Court). The Order is summarized below.

Item	Amount
Return of security deposit	$1,450.00
Interest on security deposit	$70.05
Total	**$1,520.05**

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 19, 2025

Residential Tenancy Branch