



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

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DECISION

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

Introduction

This hearing dealt with the Landlord and Tenant's Applications for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

The Landlord applied for:

- 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 Tenant's 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 Tenant under section 72 of the Act

The Tenants applied for:

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

Landlord representative J.A. attended the hearing for the Landlord.

Tenants A.M. and C.H. attended the hearing for the Tenants.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

I find that Tenant A.M. was served by pre-agreed email in accordance with section 89 of the Act. The Landlord provided a copy of the outgoing email to confirm this service.

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Service of Evidence

Based on the submissions before me, I find that the Landlord's evidence was served to the Tenants in accordance with section 88 of the Act.

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Preliminary Issue – Respondents

At the outset of the hearing, the Tenants indicated that co-applicants C.M. and S.M. are their minor children.

As the parties named above as co-applicants are minor occupants and not signatories to the tenancy agreement, I exercise my authority under section 64(3)(c) of the Act and amend the Tenants application to remove the minor occupants accordingly.

Issues to be Decided

Is the Landlord entitled to a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act?

Is the Landlord entitled to 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?

Is the Landlord entitled to authorization to recover the filing fee for this application from the Tenants under section 72 of the Act?

Are the Tenants entitled to a Monetary Order for the return of all or a portion of their security deposit under sections 38 and 67 of the Act?

Are the Tenants entitled to authorization to recover the filing fee for this application from the Landlord under section 72 of the Act?

Background and Evidence

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

Evidence was provided showing that this tenancy began on April 1, 2023, with a monthly rent of \$1,395.00.00, due on the first day of the month, with a security deposit in the amount of \$697.50. The tenancy ended on April 30, 2025. The Tenants were responsible for 50% of the hydro and gas utilities.

According to the Landlord's representative J.A., the Tenants failed to clean the sufficiently clean the unit, remove garbage, pressure wash the patio, pay their share of the final utilities and also damaged part of the back yard concrete area and therefore the Landlord is seeking following compensation:

- \$147.00 for cleaning services
- \$93.00 for garbage removal service
- \$100.00 for pressure washing services
- \$175.00 for unpaid hydro and gas utility bills
- \$183.21 for concrete depreciation

Copies of invoices for cleaning and garbage removal services, alleged before and after tenancy photos of the unit and utility bills were submitted as evidence.

J.A. testified that a move-in inspection was conducted with the Tenants, and a copy of the report was provided to them. She further testified that a move-out inspection was conducted on April 29, 2025, and a copy of the report was provided however the Tenants failed to attend the scheduled inspection. She stated that the Tenants provided their forwarding address on Jul 21, 2025. Copies of the move-in/ move-out report was submitted as evidence.

The Tenants disputed the Landlord's claim in its entirety. Alleged pictures of the unit at the end of the tenancy were submitted as evidence.

The Tenants confirmed that a move-in inspect was completed and that a copy of the report was given to them. They confirmed that they were aware of the scheduled move-out inspection on April 29, 2025, but did not attend because the Landlord did not tell them that they had to. They further confirmed that the Landlord provided them with a copy of the move-out report and that they provided the Landlord with their forwarding address in writing on July 21, 2025.

Analysis

Is the Landlord entitled to retain all or a portion of the Tenants' security deposit in partial satisfaction of the monetary award requested? If not, are the Tenants entitled to the return of their security deposit?

Section 38 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, a landlord must repay a security deposit to the tenant or make an application for dispute resolution to claim against it. As the forwarding address was provided on July 21, 2025, and the Landlord made their application on August 6, 2025, I find that the Landlord did not make their application within 15 days of the tenancy ending/the forwarding address being provided.

Section 36(1) of the Act, however, states:

36 (1) The right of a tenant to the return of a security deposit or a pet damage deposit, or both, is extinguished if

(a) the landlord complied with section 35 (2) [*2 opportunities for inspection*], and

(b) the tenant has not participated on either occasion.

I find that as the Landlord has complied with sections 23 and 35 of the Act, the Tenants by failing to attend the scheduled hearing as required under section 36(1) of the Act extinguished their right to the return of their security deposit and therefore the Landlord is entitled to retain the deposit regardless of whether or not a claim was made in accordance with section 38 of Act.

Under section 36 of the Act, I allow the Landlord to retain the Tenants' security deposit in the amount of \$732.65, including interest, in partial satisfaction of the monetary award.

Is the Landlord entitled to 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?

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

As I have already found that the Landlord is entitled to retain the Tenants security deposit and that the value of the deposit is equal to or exceeds the claim for compensation made by the Landlord, I find that it is unnecessary to adjudicate the merits of the Landlords claim for damage and cleaning costs as the Landlord has been made whole through the retention of the security deposit and that it would be unfair to otherwise grant the Landlord compensation in an amount exceeding what was sought.

Therefore, I find that the Landlord's claim for monetary compensation under section 67 of the Act, in the amount of \$697.50 has been fully satisfied.

Is the Landlord entitled to recover the filing fee for this application from the Tenants? If not, are the Tenants entitled to recover the filing fee for their application from the Landlord?

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

As the Tenants were unsuccessful in their application, the Tenants' request to recover the \$100.00 filing fee from the Landlord is dismissed without leave to reapply.

Conclusion

I grant the Landlord a Monetary Order in the amount of **\$64.85** under the following terms:

Monetary Issue	Granted Amount
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	\$697.50
authorization to recover the filing fee for this application from the Tenants under section 72 of the Act	\$100.00
authorization to retain all of the Tenants' security deposit in full satisfaction of the Monetary Order requested under section 38 of the Act	-\$732.65
Total Amount	\$64.85

The Landlord is provided with this Order in the above terms, and the Tenants must be served with **this Order** as soon as possible. Should the Tenants fail to comply with this

Order, this Order may be filed and enforced in the Provincial Court of British Columbia (Small Claims Court) if equal to or less than \$35,000.00. Monetary Orders that are more than \$35,000.00 must be filed and enforced in the Supreme Court of British Columbia.

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: October 29, 2025

Residential Tenancy Branch