



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Introduction

This hearing was convened in response to cross applications.

The Landlord filed an Application for Dispute Resolution in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss, to retain the security deposit, and to recover the fee for filing their Application for Dispute Resolution.

The Tenant filed an Application for Dispute Resolution in which the Tenant applied for the return of the security deposit, and to recover the fee for filing their 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.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

GB stated that the Landlord's Application for Dispute Resolution and Proceeding Package was sent to JL, by registered mail, on August 20, 2025. The Landlord submitted evidence from Canada Post that corroborates this testimony. JL acknowledged receipt of these documents. I therefore find these documents were served in accordance with section 89 of the Act.

JL stated that the Tenant's Application for Dispute Resolution and Proceeding Package was sent to the Landlord, by registered mail, on August 19, 2025. The Tenant submitted evidence from Canada Post that corroborates this testimony. GB

acknowledged receipt of these documents. I therefore find these documents were served in accordance with section 89 of the Act.

Service of Evidence

In August of 2025, the Landlord submitted evidence to the Residential Tenancy Branch. GB stated that this evidence was served to the Tenant with the Landlord's Proceeding Package. JL acknowledged receipt of this evidence, and it was accepted as evidence for these proceedings.

In August of 2025 and September of 2025, the Tenant submitted evidence to the Residential Tenancy Branch. JL stated that this evidence was served to the Landlord with the Tenant's Proceeding Package. GB acknowledged receipt of this evidence, and it was accepted as evidence for these proceedings.

Issues to be Decided

Is the Landlord entitled to compensation for damage to the rental unit?
Should the Tenant's security deposit be retained by the Landlord or returned to the Tenant?

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 2024
- a condition inspection report was completed at the start of the tenancy
- a security deposit **of \$1,075.00 was paid on May 04, 2024**
- the tenancy ended on July 30, 2025
- a forwarding address was provided, in writing, on July 30, 2025
- a final condition inspection report was completed on July 30, 2025
- the final condition inspection report declares that the stove cooktop was damaged
- the glass stove cooktop was cracked during the tenancy.

The Landlord applied to retain the Tenant's security deposit on August 15, 2025. The Landlord is seeking \$994.00 for replacing the cooktop.

The Landlord submitted an invoice to show the Landlord was charged \$994.00 for replacing the cooktop.

The Landlord submitted photographs of the cooktop, which show it is cracked.

GB stated that they believe the cooktop was damaged when something was dropped on it.

JL stated that they were not aware the stovetop was cracked until it was pointed out during the final inspection of the rental unit. JL stated that nothing was dropped on the cooktop, and they do not know how the cooktop was damaged.

The Landlord submitted an email from the technician who replaced the cooktop, in which the technician declared they did not think the cooktop cracked though wear and tear.

Analysis

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.

Based on the undisputed evidence, I find that the glass cooktop was damaged during the tenancy.

Although the Tenant does not recall anything being dropped on the cooktop, I find the cooktop was likely damaged by some sort of external force. The type of damage seen in the Landlord's photographs depicts the type of damage that typically occurs when something is dropped on a cooktop, which I have seen many times in past adjudications.

In concluding that the damage to the cooktop was likely the result of external force, I was influenced by the email from the technician who replaced the cooktop, in which the technician declared they did not think the cooktop cracked though wear and tear. I find this opinion to be highly reliable, as the technician would have knowledge of such things. In light of the technician's opinion and in the absence of any other reasonable explanation the damage, I find it reasonable to conclude that the damage occurred as a result of the actions of the Tenant.

I find that the Tenant failed to comply with section 37(2) of the Act when they failed to repair the cooktop by the end of the tenancy. I therefore find that the Landlord is entitled to recover the \$994.00 paid to repair the cooktop.

I find that the Landlord's Application for Dispute Resolution has merit and that the Landlord is entitled to recover the fee for filing their Application for Dispute Resolution.

Pursuant to section 72(2) of the Act, I find the Landlord is entitled to retain the Tenant's security deposit of \$1,075.00, plus interest of \$27.18, in full satisfaction of the Landlord's monetary claim.

As the Landlord has only established the right to retain \$1,094.00 from the Tenant's security deposit of \$1,075.00 plus interest of \$27.18, I find the Landlord must return the remaining \$8.18 to the Tenant.

I find that the Tenant's Application for Dispute Resolution has some merit and that the Tenant is entitled to recover the \$100.00 fee for filing their Application for Dispute Resolution.

Conclusion

I grant the Tenant a Monetary Order for \$108.18, which reflects a \$8.18 refund from their security deposit and \$100.00 for filing their Application for Dispute Resolution. If the Landlord does not comply with this Order, it may be served on the Landlord, 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: October 09, 2025

Residential Tenancy Branch