DECISION

Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) 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

This hearing also dealt with the Landlord's application for:

- a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

I wrote this decision after the fourth hearing on October 10, 2025. The first hearing on June 2 was adjourned because both parties agreed. I did not conduct that hearing. I adjourned the second hearing on August 26 because it ran past its scheduled time. I also adjourned the third hearing on September 17 for the same reason.

The first hearing had the following attendance:

- I.K. attended for the Tenant.
- C.W. attended for the Landlord.

The second hearing had the following attendance:

- Tenant F.S., I.K., D.M. and D.B. attended for the Tenant.
- Landlord L.Z., C.W., C.W.2., and D.K. attended for the Landlord

The third hearing had the following attendance:

- Tenant F.S., I.K., D.M. and D.B attended for the Tenant.
- Landlord L.Z., and C.W. attended for the Landlord.

The fourth hearing had the following attendance:

- Tenant F.S., and I.K. attended for the Tenant.
- Landlord L.Z., and C.W. attended for the Landlord.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

At the second hearing, the Landlord confirmed receipt of the Tenant's Proceeding Package through registered mail and that they had enough time to review it. Therefore, I find the package properly served per section 89 of the Act.

At the second hearing, the Tenant confirmed they received the Landlord's Proceeding Package by email and had enough time to review it.

The parties confirmed there was a written agreement to accept documents sent by email for the purposes of this tenancy.

Therefore, I find the Landlord's Proceeding Package properly served per section 89 of the Act.

Service of Evidence

At the second hearing, the Landlord confirmed they received the [applicant]'s evidence by email and had enough time to review it. Therefore, I find that it was served per section 88 of the Act.

At the second hearing, the [applicant] confirmed they received the Landlord's evidence by email and had enough time to review it. Therefore, I find that it was served per section 88 of the Act.

Issues to be Decided

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

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

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

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

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.

Both parties agree on the following:

- The tenancy began on September 15, 2017, and ended on December 15, 2024. The monthly rent was $5,800.00, due on the 15th of each month. The Tenant paid a security deposit of $2,900.00 at the start of the tenancy.
- Both parties agreed that the Landlord received the Tenant's forwarding address on December 15, 2024. They also agreed that the Landlord issued a refund cheque for the security deposit. The Landlord testified that they sent the cheque on January 17, 2025. The Tenant confirmed receiving a cheque for $3,038.01 on January 30.
- The parties agreed that no move-out inspection report was completed. The Landlord claimed a move-in inspection report was completed, but the Tenant stated they never received a copy. The Landlord acknowledged that the report could not be located and that they could not confirm whether it was sent to the Tenant.

The Landlord provided the information in the table below in their Monetary Order worksheet. They also submitted every receipt listed below.

Receipt / Estimate From	For	Amount
Dazzle Carpet Cleaning	Cleaning Carpet	$415.80
Fuda Renovation Ltd.	Wall Repair + Countertop	$5,460.00
Home Depot	Purchase 29 lightbulbs	$274.33
APC Alarm	Repair Security Panel	$210.00
K.M. (gardener)	Changing lightbulbs	$100.00
Capital Appliance Repair	Minor Appliance Repair	$100.00
RTB Filing Fee		$100.00
Total Monetary Order Claim		**$6,560.13**

At the second hearing, C.W. testified that they acted as the Landlord's agent in 2017 when the tenancy began. They conducted the move-in inspection with the Tenant and completed a report. C.W. stated that the property had recently been renovated and was in good condition. They did not observe damage, water issues, or broken fixtures. C.W. said the report was given to their company's administrative staff to send to the Tenant. However, C.W. could not confirm if the Tenant received it. During cross-examination, C.W. admitted limited contact with the Tenant and could not recall details about the Tenant's agents or input on the report.

At the second hearing, D.C. testified that they accompanied the Landlord during the move-out inspection on December 15, 2024. D.C. said the property was reasonably clean but noted issues, including water damage on walls, moisture in the living room

and bedrooms, water damage near the kitchen sink, chipped paint, a crack in the garage door, and several burnt-out light bulbs. D.C. also saw carpet stains that looked vacuumed but not steam-cleaned. They mentioned black marks on the living room baseboards, which they thought might be mould but did not confirm. D.C. had not visited the property before and confirmed no move-out inspection report was completed. They said they did not notice countertop damage during the inspection.

Landlord L.Z. gave the following testimony:

- At the second hearing, L.Z. testified that the Tenant requested cleaning and minor repairs at the start of the tenancy. L.Z. provided a document dated September 16, 2017, listing 9 items, including a request for a one-time deep cleaning and checking the air conditioning unit. L.Z. confirmed that the cleaning was completed.
- At the second hearing, L.Z. said watermarks on the walls were first seen in November 2023 during a plumber visit. L.Z. claimed the Tenant had time to fix the condensation damage but did not act. During the move-out inspection, L.Z. also noted broken light bulbs, dirty carpets, chipped paint near the kitchen window, and a scratch or crack on a marble countertop.
- At the second hearing L.Z. said they had to pay their gardener, K.M., $100.00 to install new light bulbs. This was partly because many of the lights were high up and required a ladder to replace the bulbs.
- At the second hearing, L.Z. said the security panel was disconnected when the Tenant moved out, requiring a technician to repair it. L.Z. confirmed the property was a 5-bedroom single-family home and believed the Tenant was the only occupant.
- At the fourth hearing, L.Z. said a walkthrough occurred in September 2017 after both parties stopped using agents. No formal move-in inspection report was completed. L.Z. claimed the walkthrough was done in person and both parties kept records, including text messages.

At the third hearing, D.M. said they had known the Tenant for over 10 years and worked as a cleaner and assistant during the tenancy. They were present during move-in and move-out. At move-in, D.M. saw broken glass doors, a dirty refrigerator, and cobwebs throughout the property. The bathrooms needed maintenance, and the property did not look freshly renovated. Over time, D.M. noticed worsening conditions, especially in bathrooms, including watermarks on walls and plumbing issues. They reported the Tenant used space heaters because heating was inadequate. They believed condensation on walls seemed linked to problems with the rental unit. They confirmed the Tenant requested repairs, but many problems were unresolved.

At the third hearing, D.B. said they worked as a cleaner for the Tenant and were present early in the tenancy. They confirmed broken glass doors and a dirty refrigerator at move-in. Several light bulbs were burnt out and too high to replace without special equipment. D.B. saw plumbing issues and was present when the Landlord spoke with a plumber. D.B. said the Landlord tried to blame the Tenant for plumbing problems, but the plumber disagreed, saying the issues were long-standing. D.B. also noted the security system and doorbell were non-functional throughout the tenancy. They said the Tenant bought light bulbs and asked for help replacing them, but they were not installed due to physical limits and lack of assistance. D.B. concluded the Landlord was unresponsive to repair requests and made no improvements during the tenancy.

At the fourth hearing Tenant F.S. gave the following testimony:

- The Tenant said they first viewed the property in summer 2017 and signed the tenancy agreement on August 19, 2017. They said no move-in inspection was completed and they were not asked to do a walkthrough. They did not receive or sign any inspection report.
- Upon moving in, the Tenant saw many light bulbs were not working. They asked cleaners to mark non-functioning bulbs with post-it notes. The Landlord changed a few bulbs, but most stayed unchanged. The Tenant said they replaced bulbs that burned out during the tenancy but did not replace any that were already out at move-in.
- The Tenant said the carpets had shadowy areas and stains, including fuchsia and orange marks in the master bedroom when they moved in. They believed these came from hair dye and questioned if the carpets were professionally cleaned. They noted no chemical smell, which they expected after shampooing.
- The Tenant described problems with the alarm system. They said the Landlord connected the alarm to their landline without permission. The Tenant said the alarm company contacted them, thinking the number belonged to the Landlord. They said they did not use the alarm system because it was connected without consent and worked inconsistently. They denied disconnecting the alarm pad and said they only followed instructions from the alarm company when troubleshooting.
- The Tenant said the heating system was uneven. The basement overheated, the main floor was inconsistent, and two upstairs rooms had no heat. They used space heaters to warm rooms that were not heated.
- The Tenant, F.S., testified that the washing machine overflowed during the final year of the tenancy. Water flooded the laundry room. F.S. reported the issue to the Landlord, who arranged for a technician to inspect the machine. The technician was unable to reproduce the overflow but believed F.S. because lint

had formed a semicircle around the machine. They explained that the water had pushed the lint, which indicated a flood had occurred.

- The Tenant said the roof leaked three years in a row, starting December 31, 2021. They claimed the Landlord refused prompt repairs, saying it was not an emergency. The Tenant's lawyer argued that the leaking roof might be the cause of the condensation on the walls.
- The Tenant said they cleaned the property thoroughly before moving out, hiring a crew for 13 to 14 hours. They believed the property was left in better condition than at move-in. They said the Landlord did not return the deposit within 15 days and did not provide a move-out inspection report.
- They denied causing damage to a marble glass countertop shown in the Landlord's evidence and said they did not recognize the item. They also denied disconnecting the alarm pad and said they only followed instructions from the alarm company when troubleshooting.
- The Tenant said they went above and beyond to maintain the property and that the Landlord failed to address issues. They said they managed repairs and maintenance that should have been the Landlord's responsibility.

The Landlord provided an undated quotation from Fuda Renovation Ltd. It stated the work the quotation was for, was repainting areas of the residential property and replacing a countertop. The Tenant challenged the quote's legitimacy.

The Landlord provided an undated carpet cleaning quote. It states the work will focus on chemically treating the carpet to remove stains and rinsing it with 230-degree (no unit of measurement given) water.

The Landlord provided a repair invoice for the security panel. I found I could not determine what the invoice date was, or the work described with any real certainty.

The Landlord provided a repair invoice for the washing machine dated August 19, 2024. It states that the washing machine was working well, and no problems were found.

The Landlord provided various images and videos of the items they claim the Tenant damaged.

The Landlord provided a copy of the tenancy agreement.

Analysis

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

Section 35 of the Act states 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

Wall Repair

I find the Landlord has not proven on a balance of probabilities that they lost value due to wall repair.

First, based on the quote, I find the wall repair involved re-applying coats of paint.

The Landlord claimed the Tenant's use of space heaters caused the damage, while the Tenant said it may have been due to roof problems or other problems with the rental unit.

However, although the cause is disputed, I find the Landlord's claim for compensation fails because of the principle of betterment. Residential Tenancy Policy Guideline 40 provides an explanation of this principle:

> "Compensation for damage or loss is meant to put the person who suffered the damage or loss (claimant) in the same position as if it had not occurred (see Policy Guideline 16: Compensation for Damage or Loss.) Repair or replacement of a damaged item or asset, may improve the value or condition of the claimant's property, putting the claimant in a better position than they were in before the damage occurred. […] Compensation may be adjusted to account for betterment by considering the remaining useful life of the damaged property at the time the damage occurred. […]
>
> Therefore, the director may consider the remaining useful life of the damaged fridge and adjust the amount of compensation to reflect its value at the time the damage occurred."

Residential Tenancy Policy Guideline 40 states the useful life for interior paint is 6 years. The Landlord did not provide evidence suggesting that the paint used in the rental unit would last longer than this average. They also did not provide evidence that

the rental unit had been repainted during the tenancy. As I noted above the Landlord has the burden of proving the value of their loss. The tenancy lasted more than 7 years based on the agreed start and end date. Since the paint had passed its useful life, I find that awarding the Landlord any compensation would put them in a better position than if no breach had occurred.

Countertop

I find the Landlord has not proven the Tenant caused the damage to the countertop.

The Landlord said the countertop was damaged at the end of the tenancy and provided a photo without a timestamp. The Tenant said the countertop was undamaged at the end of the tenancy.

I find no reason to prefer the Landlord's testimony over the Tenant's. I find the picture does not add to the Landlord's testimony, as it does not provide evidence of when the damage occurred. I also find that D.C.'s testimony supported the Tenant's account. Therefore, I find the Landlord has not proven on a balance of probabilities that the countertop damage occurred during the tenancy and was the Tenant's responsibility.

Lightbulbs

I find the Landlord has not proven the Tenant breached the Act or the tenancy agreement by not replacing the lightbulbs.

First, I find the Tenant has proven on a balance of probabilities that the lightbulbs were not working at the start of the tenancy.

I base this on the Tenant's and D.B.'s testimony. The Landlord pointed out that C.W. testified that the lights worked at the beginning of the tenancy, and that D.M. did not recall any problems with the lights. However, I found the Tenant's testimony on this issue to be the most credible. The Tenant lived in the property for 7 years, so they likely had the strongest impression of its condition. While they may have the strongest motive to lie, I find this outweighed by their position to know the rental unit's state. I also note the only witness who recalled the lights working perfectly, C.W., had not been in the unit for 7 years and could not produce the move-in inspection report they claimed to create.

The Landlord argued that even if the lights were not working at the start of the tenancy, the Tenant had a duty to replace them at the end. They relied on Residential Tenancy Policy Guideline 1, which states the Landlord must ensure all lights work at the start and the Tenant must ensure all lights work at the end.

I note that Residential Tenancy Policy Guidelines are not law but an interpretation of the Act, which I must consider. Guideline 1 refers to sections 27, 32, and 37 of the Act. Section 32 covers a Tenant's duty to repair damage they caused and maintain health

and sanitary standards. Section 37 covers the Tenant's duty to return the rental unit clean and undamaged.

I find the Tenant is not required to improve health standards by replacing bulbs that were burnt out initially. In the alternative, I would find since changing these bulbs required special equipment, it was a repair, not cleaning, and was therefore the Landlord's responsibility

Security System

I find the Landlord has not proven the security system was damaged because of the Tenant's intentional action or negligence.

The Landlord said they discovered the alarm was not working at the end of the tenancy. They claimed their technician found the alarm system had been deliberately disconnected. The Landlord suspected the Tenant did this because they expressed a preference not to have the alarm system. The Landlord provided a receipt, video, and photo to support their claim.

The Tenant said that although they thought the alarm system was illegal, they did not disconnect any wires.

I find the Landlord has not proven on a balance of probabilities that the Tenant disconnected the alarm system.

The strongest point supporting the Landlord's account is the Tenant's stated dislike for the alarm system. I find this supported the Landlord's claim they may have disconnected the alarm.

However, the only evidence that the security panel was deliberately disconnected is the Landlord's testimony. Their testimony relies on what they recall a technician saying, which I find unreliable. It depends on the Tenant's recollection of the technician's statement to prove the technician's statement is true, making it hearsay. Also, I find the pictures of the security panel and the video with someone speaking a foreign language over footage do not show the damage was deliberate or due to neglect.

I find there is also a possibility that someone else disconnected the security panel by accident while inspecting the residential property after the tenancy has ended. This was an argument made by the Tenant's lawyer. I find that the problem with the security system being discovered after the move out inspection supports this position.

After reviewing all the evidence, I find the Landlord has not proven on a balance of probabilities that the Tenant damaged the security panel.

Washing Machine

I find the Tenant reporting what they believed was a potential problem with the washing machine is not a breach of the Act.

The Landlord claimed the Tenant should pay for the technician's time after reporting a washing machine problem that did not exist. Based on the Tenant's testimony, which I find the Landlord did not directly contradict, I find the Tenant honestly believed there was a problem with the washing machine. I find the Tenant honestly but incorrectly reporting a problem is not a breach of the Act or the tenancy agreement.

I find the Landlord has not shown the Tenant's action breached the Act or the tenancy agreement regarding the washing machine. Therefore, the Landlord is not owed compensation for the inspection.

Carpet

I find the Landlord is owed compensation because the Tenant did not steam clean or shampoo the carpet at the end of the tenancy.

I find the Tenant did not steam clean or shampoo the carpet. I base this on D.C.'s and the Landlord's testimony, which the Tenant did not directly challenge.

The Tenant argued that if the carpets were not steam cleaned before the tenancy, they did not have to do so afterward. I find this is not correct. Section 37 requires the Tenant to leave the rental unit in a reasonable state of cleanliness. The Act does not link this duty to the Landlord meeting their obligations. Residential Tenancy Policy Guideline 1 suggests that leaving the unit reasonably clean after a tenancy over a year includes steam cleaning or shampooing carpets. Therefore, I find the Tenant breached section 37 of the Act.

I find the Landlord cleaned the carpets professionally because the Tenant did not steam clean or shampoo them before the tenancy ended. I base this on the Landlord's quote, which described cleaning focused on stain and soil removal, which are reasons for steam cleaning or shampooing a carpet.

I find the Landlord proved this loss was $415.80 based on the quote provided.

I find the Landlord minimized their loss by having the carpet professionally cleaned.

Therefore, I find the Landlord has proven they are owed $415.80 in compensation.

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

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.

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

Section 38(4) allows a landlord to retain from a security 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 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 the security deposit or make an application for dispute resolution claiming against the security deposit.

Section 38(6) of the Act states that if the landlord does not return the security deposit or file a claim against the tenant within fifteen days, the landlord must pay the tenant double the amount of the security deposit.

Residential Tenancy Policy Guideline 17 lists the following situations where a security deposit may be doubled:

> “a. if the landlord has not filed a claim against the deposit within 15 days of the later of the end of the tenancy or the date the tenant’s forwarding address is received in writing;
>
> b. if the landlord has claimed against the deposit for damage to the rental unit and the landlord’s right to make such a claim has been extinguished under the RTA;
>
> c. if the landlord has filed a claim against the deposit that is found to be frivolous or an abuse of the dispute resolution process;
>
> d. if the landlord has obtained the tenant’s written agreement to deduct from the security deposit for damage to the rental unit after the landlord’s right to obtain such agreement has been extinguished under the RTA;
>
> e. whether or not the landlord may have a valid monetary claim”

The Landlord agreed they received the Tenant’s forwarding address in writing on December 15, 2024, and did not return the deposit until January 17, 2025. The Landlord filed their application on March 4, 2025. Therefore, I find the Landlord did not return the deposit or file a claim within 15 days of receiving the forwarding address.

The Landlord's lawyer said the move-out occurred just before the holiday season. They argued this timing caused the delay in returning the deposit. They claimed the Landlord was busy repairing and addressing damages during that period.

I find this is no excuse for failing to file a claim or return the deposit within 15 days as required under section 38(1) of the Act. The Act is clear that the Landlord *must* take one of these actions to avoid doubling the deposit. Difficulty alone is no excuse if the Landlord could have acted. Therefore, I find the Tenant is owed $2,900.00 under section 38(6).

Finally, the parties agreed the Landlord returned $3,038.01 of the Tenant's security deposit. I also find the Landlord sent the cheque on January 17, 2025. I base this on the Landlord's testimony and the extra amount included for interest, which matches the amount required if sent on that date. Therefore, I find the Landlord returned the Tenant's security deposit with interest.

I find the Tenant is entitled to a monetary award of $2,900.00 for the return of their security deposit.

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

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

Conclusion

I grant the Tenant a Monetary Order in the amount of **$2,482.20** under the following terms:

Monetary Issue	**Granted Amount**
a Monetary Order for the Tenant for the return of their deposit(s) from the Landlord	$ 2,900.00
authorization to recover the filing fee for this application from the Tenant under section 72 of the Act	$ 100.00
authorization to recover the filing fee for this application from the Landlord under section 72 of the Act	-$ 100.00
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	-$ 415.80
Total	**$ 2,484.20**

The Tenant is provided with this Order in the above terms and the Landlord(s) must be served with **this Order** as soon as possible. Should the Landlord(s) 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.

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 24, 2025

Residential Tenancy Branch