

DECISION

Introduction

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

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

K.W. and R.R. attended the hearing for the Tenant.

D.S. attended the hearing for the Landlord.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

I find that Tenant was served with the Landlord's Proceeding Package in accordance with section 89(2) of the Act.

I find that Landlord was served with the Tenant's Proceeding Package in accordance with section 89(2) of the Act.

Service of Evidence

The Tenant acknowledged that they were served with the Landlord's evidence. I find that they were sufficiently served for the purposes of section 71 (2)(b) the Act.

The Landlord acknowledged that they were served with the Tenant's evidence. I find that they were sufficiently served for the purposes of section 71 (2)(b) 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 Landlord entitled to retain a security and/or pet damage deposit?

Is the Tenant entitled to the return of their security and/or pet damage 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.

Evidence was provided showing that this tenancy began on September 1, 2023, with a monthly rent of \$3,800.00, due on the 1st day of the month, with a security deposit in the amount of \$1,900.00.

The tenancy ended on March 31, 2025.

The Tenants provided their forwarding address on April 4, 2025.

Landlords' Application

On April 16, 2025, the Landlord applied for dispute resolution, seeking compensation in relation to damage to the rental unit and authorization to retain the Tenants' security deposit.

Specifically, the Landlord sought compensation in relation to the following:

- Garage Door Lock Repair
- Closet Door Repair
- Cleaning
- Hardwood Flooring Damage
- Carpet Damage
- Kitchen Cabinets Damage
- Garbage Disposal
- Fridge Door Damage
- Garage Remote Replacement

Parking Pass Replacement
Repairs to Walls, Casings, Doors, and Ledges
Window Screen Replacement; Door Screen Replacement
Toilet Paper Holder Bar Replacement
Towel Holder Bar Replacement

Garage Door Lock Repair

The Landlord claimed compensation in the amount of \$150.00 in relation to garage door lock repair. The Landlord explained that at the end of the tenancy he noticed that the garage door lock was quite loose and that this resulted in the lock being misaligned. He said that he paid \$150.00 to a handyman to repair this.

The Tenants said that the Landlord typically visited the rental unit to inspect it twice per month and that during their tenancy he never once mentioned a problem with the door lock. The Tenants proposed that the lock could simply have been tightened with a screwdriver with minimal time and effort.

The Tenants also said that when they moved in there was not an actual walk through inspection, and that the Landlord merely performed a brief tour of the rental unit with them after indicating that he had cleaned it. The Tenants said that the Landlord did not prepare a move-in inspection report or provide them with one to sign.

The Tenant added that the Landlord did not prepare a move-out inspection report or provide them with one to sign. The Landlord said that move-out inspection was performed but that the Tenants left before it was completed. The Landlord said that he took notes during the move-out inspection and then texted these to the Tenants.

The Tenants refuted the Landlord's characterization that they left before the move-out inspection was complete, insisting that the Landlord was extremely meticulous, taking an excessive amount of time and that she had to leave to attend to her child at her new home as her babysitter had to leave. The Tenants emphasized that in contrast, the move in inspection conducted by the Landlord was brief and superficial.

Closet Door Repair

The Landlord claimed compensation in the amount of \$100.00 in relation to the repair of a closet door which the Landlord suggested was misaligned and dragging as a result. The Landlord said that a part was missing and had to be replaced.

The Tenants denied that this issue was present during their tenancy, saying that the closet door worked fine with no problems.

Cleaning

The Landlord claimed compensation in the amount of \$1,000.00 in relation to cleaning of the rental unit after the Tenants vacated. The Landlord said the townhouse was a mess, that it was dirty, the walls were stain, the carpets dirty and the floors chipped. He said that he paid \$500.00 for the initial cleaning and \$500.00 more for deep cleaning and carpet shampooing.

In support of his claim, the Landlord provided a photo showing a carpet stain.

The Tenants disagreed with the Landlord's contention as to the cleanliness of the rental unit, explaining that they had possession of it for two weeks after they vacated and that they continued to clean during this period. The Tenants said that the few photos showing debris are from behind appliances and areas that they would not have seen without removing the appliances.

The Tenants said that they paid for a carpet cleaning and provided a copy of their invoice. They acknowledged that they were not able to get a stain out however.

Hardwood Flooring Damage

The Landlord claimed compensation in the amount of \$420.00 in relation to hardwood flooring damage. The Landlord said that two boards were damaged and needed to be replaced as repair was not feasible. He said that one had a scratch/dent the width of the board. The Landlord provided photos in support of his claim.

The Tenants denied that the damage was as significant as claimed and argued that one of the scratches preceded their tenancy, while the other was not present during their tenancy.

Carpet Damage

The Landlord claimed compensation in the amount of \$280.00 in relation to carpet damage. The Landlord said that the carpet had a tear next to a door jam and that he brought this to the Tenants attention.

The Tenants said that they while they had admitted the stain, they were not responsible for this other carpet claim which they argued was insignificant wear and tear. They added that they did not consider the Landlord's estimate to be valid for repair as they did not believe this was actually repaired prior to the sale.

Kitchen Cabinets Damage

The Landlord claimed compensation in the amount of \$775.00 in relation to damage to the kitchen cabinets. The Landlord said that this repair was not completed as it would have taken some time to complete. The Landlord provided photos in support of his claim which he claimed showed water damage that resulted in the swelling and peeling

of the veneer of the cabinets. He said the boards affected would need to be replaced entirely and that each of them have a granite countertop on top.

The Landlord said that cabinets were original, and that he had purchased the townhouse new in late 2020.

The Tenants said that this damage preceded their tenancy and emphasized that the Landlord had previously rented to five men and told them at the beginning of their tenancy that he wanted to rent to a family who would take better care of the rental unit.

Garbage Disposal

The Landlord claimed compensation in the amount of \$210.00 in relation to garbage disposal. The Landlord said that the Tenants left a dresser on the patio and provided an invoice in support of his claim.

The Tenants said that they did not accept the Landlord's invoice as legitimate, pointing out that the fee allegedly charged was by a door and mouldings company. They also alleged that this was the Landlord's company

The Landlord denied this was his company, saying that the door and mouldings company has a disposal bin and that they used their vehicle to pick up the item and dispose of it.

The Tenants replied they have seen the Landlord wearing a shirt with the company logo and that it is on his vehicle. When they looked online, they noted that he was identified as the Senior VP of that company. The Tenants said that they do not deny leaving the dresser, but that the Landlord is not credible.

The Landlord agreed that he works a group of companies with the same name but that he does not work for the door and mouldings company.

Fridge Door Damage

The Landlord claimed compensation in the amount of \$454.00 in relation to the damage to the fridge door which he said was extensive and required the door to be replaced. In support of their claim, the provided photos showing a couple of small dents and some minor scuffing.

The Tenants argued this damage preceded their tenancy.

Garage Remote Replacement

The Landlord claimed compensation in the amount of \$100.00 in relation to the replacement of a garage remote which he said was not returned broken at the end of the tenancy.

The Tenants said that they rarely use the remote as they were able to use an app on their phones instead. They said that they believed that the battery was low on the remote.

The Landlord replied that he had arranged for the replacement of the battery but that the remote still did not work. He also said that the Tenants never mentioned it to him before that it was not working.

Parking Pass Replacement

The Landlord claimed compensation in the amount of \$100.00 in relation to the replacement of a parking pass which was not returned at the end of the tenancy.

The Landlord indicated that under term 14 of the tenancy agreement addendum there is a \$100.00 fee for the loss of a parking pass.

The Tenants acknowledged that they had lost the parking pass.

Repairs to Walls, Casings, Doors, and Ledges

The Landlord claimed compensation in the amount of \$500.00 in relation to repairs to walls, casings, doors, and ledges. In support of his claim, the Landlord provided photos of various marks, chipping, and some scratches on walls, casings, doors, and ledges.

The Tenants said that the damages were not caused by them and argued that the damages shown were minor, amounting to reasonable wear and tear. They added that the Landlord visited them bi-weekly to inspect the rental unit and that they did not understand why he did not bring this up sooner if they had caused it.

Window Screen Replacement; Door Screen Replacement

The Landlord claimed compensation in the amount of \$190.00 in relation to the replacement of a window screen and a door screen. The Landlord indicated that replacement was necessary as they were not repairable.

The Tenants agreed that this damage occurred during their tenancy but emphasized that the Landlord did not actually pay this cost prior to the sale of the townhouse.

Toilet Paper Holder Bar Replacement; Towel Holder Bar Replacement

The Landlord claimed compensation in the amount of \$200.00 in relation to the replacement of two toilet paper roll holder bars and a towel holder bar. The Landlord said that at the end of the tenancy the towel bar attachment was broken and it would not remain affixed to the wall. The toilet paper rule bar was missing a piece and would not function.

The Tenants replied that these items were not in this condition when they returned the house to the Landlord and emphasized that no invoice had been provided in support of the Landlord's claim. The Tenants said that when the towel bar was previously and similarly loose that they had fixed it by simply tightening a screw.

Tenants' Application

On March May 6, 2025, the Tenants applied for dispute resolution, seeking the return of their security deposit.

The Tenants also disputed the reliability of the Landlord's claims, adding the Landlord listed the rental unit eight days after they vacated. The Tenants argued that the fact that the Landlord chose to list the property so soon after the end of their tenancy supports their contention that the rental unit was left in satisfactory condition with no significant repairs required.

The Tenants said that they were not convinced the Landlord incurred the expenses claimed, insisting that he had sold the house before many of the alleged damages could have been repaired.

The Landlord agreed that the townhome had been sold, that a sale agreement was completed in May, and that the purchaser took possession in June. The Landlord said that he had been forced to reduce the asking price of the rental unit as a result of its condition

Analysis

When two parties to a dispute provide equally possible accounts of events or circumstances related to a dispute, the party making the claim has responsibility to provide evidence over and above their testimony to prove their claim.

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

Section 35 of the Act establishes 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

Garage door lock repair

I find that the Landlord has failed to establish entitlement to compensation in relation to the garage door lock repair. In reaching this conclusion, I note that Residential Tenancy Branch Policy Guideline #1 states that the Tenant is not responsible for reasonable wear and tear to the rental unit. 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 or not repairs or maintenance are required due to reasonable wear and tear or due to deliberate damage or neglect by the Tenant.

Residential Tenancy Branch Policy Guideline #16 states that a party seeking compensation should present compelling evidence of the value of the damage or loss in question.

I find that the Landlord has not presented compelling evidence that the Tenant's actions are responsible for the loosening of the door lock. I find that the evidence does not disclose misuse or neglect by the Tenant. I find that any loosening of the lock was due to reasonable wear and tear.

Lastly, I find that the amount claimed is unsubstantiated and exorbitant in light of the actual time and effort required to complete the repair, which I find on a balance of probabilities could have been performed in a few minutes with a screwdriver.

I further find that the Landlord's credibility has been significantly diminished as a result of this claim which I find to be unreasonable and made in bad faith.

This aspect of the Landlord's claim is dismissed.

Closet repair

I find that the Landlord has failed to establish entitlement to compensation in relation to the closet door repair. In reaching this conclusion, I note that Residential Tenancy Branch Policy Guideline #1 states that the Tenant is not responsible for reasonable wear and tear to the rental unit. 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 or not repairs or maintenance are required due to reasonable wear and tear or due to deliberate damage or neglect by the Tenant.

Residential Tenancy Branch Policy Guideline #16 states that a party seeking compensation should present compelling evidence of the value of the damage or loss in question.

I find that the Landlord has not presented compelling evidence that the Tenant's actions are responsible for the misalignment of the closet door. I find that the evidence does not disclose misuse or neglect by the Tenant. I find that any misalignment of the closet door was due to reasonable wear and tear.

Lastly, I find that the amount claimed is unsubstantiated and exorbitant in light of the actual time and effort required to complete the repair, which I find on a balance of probabilities could have been performed in a few minutes with a screwdriver.

I further find that the Landlord's credibility has been further diminished as a result of this claim which I find to be unreasonable and again, made in bad faith.

This aspect of the Landlord's claim is dismissed.

Cleaning

I find that the Landlord has failed to establish entitlement to compensation in relation to the cleaning. In reaching this conclusion, I note that Residential Tenancy Branch Policy Guideline #1 states that when a Tenant vacates a rental unit they must leave it reasonably clean. An arbitrator may also determine whether or not the condition of premises meets reasonable health, cleanliness and sanitary standards, which are not necessarily the standards of the Landlord or the Tenant.

The Tenant is not responsible for reasonable wear and tear to the rental unit. 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 or not repairs or maintenance are required due to reasonable wear and tear or due to deliberate damage or neglect by the Tenant.

Residential Tenancy Branch Policy Guideline #16 states that a party seeking compensation should present compelling evidence of the value of the damage or loss in question.

I find that the evidence provided by the Landlord is compelling, but that it substantiates the Tenants' claim that the rental was left reasonably clean, not dirty as alleged.

This aspect of the Landlord's claim is dismissed.

I find that the Landlord has established entitlement to compensation in the amount of \$200.00 in relation to carpet cleaning. In reaching this conclusion, I accept that the Tenants did undertake carpet cleaning but find that additional carpet cleaning was necessary in order to remove the stain.

Hardwood Flooring Damage

I find that the Landlord has failed to establish entitlement to compensation in relation to the damage to the hardwood flooring. In reaching this conclusion, I have preferred the testimony of the Tenants who said that this damage preceded their tenancy. As referenced in throughout this Decision, I have found the evidence of the Landlord unreliable in multiple instances. The absence of a move in inspection report further diminishes my willingness to accept the Landlord's claim.

This aspect of the Landlord's claim is dismissed.

Carpet Damage

I find that the Landlord has failed to establish entitlement to compensation in relation to the carpet damage. In reaching this conclusion, I note that Residential Tenancy Branch Policy Guideline #1 states that the Tenant is not responsible for reasonable wear and tear to the rental unit. 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 or not repairs or maintenance are required due to reasonable wear and tear or due to deliberate damage or neglect by the Tenant.

Residential Tenancy Branch Policy Guideline #16 states that a party seeking compensation should present compelling evidence of the value of the damage or loss in question.

I find that the Landlord has not presented compelling evidence that the Tenant's actions are responsible for the carpet damage. I find that the carpet damage, consisting of what appears to be multiple instances of the carpet seems separating, does not disclose misuse or neglect by the Tenant. I find that the carpet damage shown in the photos provided by the Landlord are indicative reasonable wear and tear.

As referenced in throughout this Decision, I have found the evidence of the Landlord unreliable in multiple instances. The absence of a move in inspection report further diminishes my willingness to accept the Landlord's claim as to the Tenants' responsibility for this claim. I also note that I have already awarded the Landlord \$200.00 in relation to the cleaning of the carpet stain under another heading.

This aspect of the Landlord's claim is dismissed.

Kitchen Cabinets Damage

I find that the Landlord has failed to establish entitlement to compensation in relation to the damage to the kitchen cabinets. In reaching this conclusion, I have preferred the testimony of the Tenants who said that this damage preceded their tenancy. As referenced in throughout this Decision, I have found the evidence of the Landlord

unreliable in multiple instances. The absence of a move in inspection report further diminishes my willingness to accept the Landlords claim.

This aspect of the Landlord's claim is dismissed.

Garbage Disposal

I find that the Landlord has established entitlement to compensation in the amount of \$100.00 in relation to the disposal of the dresser that was left at the residence.

In reaching this conclusion, I note that Residential Tenancy Branch Policy Guideline #16 states that a party seeking compensation should present compelling evidence of the value of the damage or loss in question.

While there is no dispute that a dresser was left behind and the Landlord had to dispose of it, I have preferred the Tenant's evidence that the invoice provided by the Landlord was not legitimate in that he is a directing mind of a company associated with the name on the invoice despite his initial suggestion to the contrary. I find on a balance of probabilities that the invoice provided is not authentic invoice for services but rather generated at the direction of the Landlord. I find that the Landlord's credibility has been further diminished as a result

I find that the Landlord has not established the value of the expense claimed. I find \$100.00 to be a reasonable amount of compensation in the circumstances.

Fridge Door Damage

I find that the Landlord has failed to establish entitlement to compensation in relation to the fridge door damage. In reaching this conclusion, I have preferred the testimony of the Tenants who said that this damage preceded their tenancy. As referenced in throughout this Decision, I have found the evidence of the Landlord unreliable in multiple instances. The absence of a move in inspection report further diminishes my willingness to accept the Landlords claim.

Lastly, I find that the amount claimed is exorbitant in light of what I find to be relatively minor dents and minor scuffing to the fridge door. I find that there appears to be no loss of use whatsoever and that the Landlord's claim that replacement is necessary has further diminished his credibility.

This aspect of the Landlord's claim is dismissed.

Garage Remote Replacement

I find that the Landlord has established entitlement to compensation in the amount of \$100.00 in relation to the replacement of the garage remote. In reaching this conclusion, I find that the Tenants had an obligation to bring the failure of the remote to the

Landlord's attention as soon as possible. In light of their decision not to do so, the possibility of the battery not functioning properly was not determined during the tenancy. I find that the Landlord has established on a balance of probabilities that the remote was not functioning at the end of the tenancy.

Parking Pass Replacement

I find that the Landlord has established entitlement to compensation in the amount of \$100.00 in relation to the replacement of a parking pass which was not returned at the end of the tenancy.

Repairs to Walls, Casings, Doors, and Ledges

I find that the Landlord has failed to establish entitlement to compensation in relation to repairs to walls, casings, doors, and ledges. In reaching this conclusion, I find that the Landlord has not established that this damage occurred during the tenancy. As referenced in throughout this Decision, I have found the evidence of the Landlord unreliable in multiple instances. The absence of a move in inspection report further diminishes my willingness to accept the Landlord's claim as to the Tenant's responsibility for this damage.

While it is unnecessary to make this additional finding given that I find that the Tenants are not responsible for this damage, for context I would add that I find that the vast majority of the blemishes identified by the Landlord constitute reasonable wear and tear.

This aspect of the Landlord's claim is dismissed.

Window Screen Replacement; Door Screen Replacement

I find that the Landlord has established entitlement to compensation in the amount of \$150.00 in relation to the replacement of window and door screens. In reaching this conclusion, I note there is no dispute as to the damage. While the Tenants argued that the Landlord had not provided proof of having actually purchased replacements, I find that the Landlord has established proof of loss.

Residential Tenancy Branch Policy Guideline #16 states that a party seeking compensation should present compelling evidence of the value of the damage or loss in question.

I find that the Landlord has not presented compelling evidence of the value of the loss, in that he has simply provided a copy of a text message, not an actual invoice. I find \$150.00 to be a reasonable amount for the value of the loss in the circumstances.

Toilet Paper Holder Bar Replacement; Towel Holder Bar Replacement

I find that the Landlord has established entitlement to compensation in the amount of \$100.00 in relation to the replacement of window and door screens. In reaching this conclusion, I find on a balance of probabilities that the toilet paper roll holder bars were damaged during the tenancy. I find that the Landlord has failed to establish that the towel bar is broken and requires replacement, rather perhaps the tightening of a screw as proposed by the Tenants.

While the Tenants argued that the Landlord had not provided proof of having actually purchased replacements, I find that the Landlord has established proof of loss with respect to the toilet paper roll holder bars.

Residential Tenancy Branch Policy Guideline #16 states that a party seeking compensation should present compelling evidence of the value of the damage or loss in question.

I find that the Landlord has not presented compelling evidence of the value of the loss, in that he has simply provided a copy of a text message, not an actual invoice. I find \$100.00 to be a reasonable amount for the value of the loss of the toilet paper roll holder bars in the circumstances. I further note that the Landlord's estimate includes labour and I find that the Landlord has not demonstrated that the replacements were purchased. I find that the Landlord has not established entitlement to the cost of labour for installation in addition to the cost of the toilet paper roll holder bars themselves.

Summary

Section 67 of the Act states that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party.

Therefore, I find the Landlord is entitled to a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act, in the amount of \$750.00.

Under section 72 of the Act, I allow the Landlord to retain \$750.00 from the Tenant's security deposit in satisfaction of the monetary award.

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 recover the filing fee for this application from the Landlord?

As I have found that the Tenants were entitled to the return of a significant portion of their security deposit, I find that they were successful in their application. I find that the

Tenants are entitled to recover the \$100.00 filing fee paid for this application under section 72 of the Act.

Is the Landlord entitled to retain a security and/or pet damage deposit? Is the Tenant entitled to the return of their security and/or pet damage 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.

I accept that the tenancy ended on March 31, 2025, and that the Tenants provided their forwarding address on April 4, 2025. As the Landlord applied to retain the Tenants' security deposit on April 16, 2025, I find that the Landlord made their application within 15 days of the Tenants providing their forwarding address.

Section 36 (2) of the Act states that the right of a Landlord to claim against a security deposit is extinguished if, after having conducted an inspection with the Tenant, they do not complete a condition inspection report and give the Tenant a copy of it in accordance with the regulations.

The Tenants' claim that a move in inspection report was not completed or provided to them was not disputed.

For the above reasons, the Landlord's application for authorization to retain all or a portion of the Tenant's security deposit in satisfaction of the Monetary Order requested under section 38 of the Act is dismissed, without leave to reapply.

However, I find the Landlord's request to retain the deposit is moot in light of my earlier decision to authorize the retention of a portion of the Tenants' deposit pursuant to section 72 of the Act.

I order the Landlord to return to the Tenant, the remaining outstanding balance of the security deposit (\$1,150.00) plus interest in the amount of \$83.78, calculated as follows:

2023 \$1900.00: \$17.26 interest owing (1.95% rate for 46.58% of year)
2024 \$1900.00: \$51.86 interest owing (2.7% rate for 100.00% of year)
2025 \$1944.73: \$14.66 interest owing (0.95% rate for 78.90% of year)

Conclusion

I grant the Tenant a Monetary Order in the amount of **\$1,233.78** under the following terms:

| | |
|-----------------------|-----------------------|
| Monetary Issue | Granted Amount |
|-----------------------|-----------------------|

| | |
|---|-------------------|
| the Tenant's security deposit plus interest | \$1,983.78 |
| a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act | -\$750.00 |
| authorization for Landlord to recover the filing fee for this application from the Tenant under section 72 of the Act | -\$100.00 |
| authorization Tenant to recover the filing fee for this application from the Landlord under section 72 of the Act | \$100.00 |
| Total Amount | \$1,233.78 |

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. Monetary Orders that are more than \$35,000.00 must be filed and enforced in the Supreme Court of British Columbia.

This interim 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 15, 2025

Residential Tenancy Branch