



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

DECISION

Dispute Codes MNDL-S, LRSD, OLRD, FFL, MNDCT, MNSD

Introduction

This hearing was re-convened after the issuance of an August 25, 2025, interim decision and dealt with the Landlord and Tenants' Applications for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

The Landlords 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 compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act
- a Monetary Order for the return of all or a portion of their security deposit and/or pet damage deposit under sections 38 and 67 of the Act

Landlords C.R. and A.L.R. attended the hearing for the Landlords.

Tenants R.S., B.H.S., M.S. and R.S.2 attended the hearing for the Tenants.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

I find that Tenants R.S., B.H.S., M.S. and R.S.2 were each individually served by registered mail in accordance with section 89 of the Act. The Landlords provided copies

of the Canada Post Customer Receipt containing the tracking number to confirm each service.

I find that Landlords C.R. and A.L.R. were each individually served in-person in accordance with section 89(1) of the Act.

Service of Evidence

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

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Issues to be Decided

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

Are the Landlords 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?

Are the Landlords 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 compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 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?

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 one-year fixed term tenancy began on April 15, 2024, with a monthly rent of \$3,150.00, due on the first day of the month, with a security deposit in the amount of \$1,575.00. The tenancy ended on April 30, 2025.

According to the Landlords, the Tenants damaged the kitchen backsplash tile, the countertop and garburator and therefore are seeking the following compensation:

- \$300.00 to replace discolored tile circa 2017
- \$250.00 to repair discolored areas on quartz countertop circa 2017
- \$594.16 to remove garburator and replumb under the kitchen sink

The Landlords testified that although the Tenants acknowledged the tile damage and agreed to pay to repair it, C.R. did not notice the countertop damage during the move-out inspection because the Tenants had left some person items on the damaged area so that he did not see it until days later. C.R. testified that he also did not run the garburator during the inspection and therefore was unaware that it was damaged until after the Tenants had moved out. The Landlords further testified that once they learned that the garburator was damaged, they decided to have it removed rather than replaced and the sink replumbed without it. Copies of the move-in/ move-out reports, pictures of the unit prior to the start of the tenancy and the alleged damage as well as quotes and invoices for the repairs completed.

The Tenants confirmed that they caused some discoloration on the kitchen backsplash tile and agreed to pay to have it replaced. They disputed the Landlords' claim however that they damaged the kitchen countertop or garburator. The Tenants testified that the all of their possessions had been removed prior to the move-out inspection and that C.R. had a completely unobstructed view of every area of the unit including the countertops. They also testified that C.R. tested every appliance in the unit including the garburator. They argued that they should not be held liable for any damage alleged by the Landlords which was not noted in the move-out inspection report and claimed after the tenancy had already ended. Copies of email correspondence between the parties discussing the damage were submitted as evidence.

Tenant R.S. testified that she is seeking \$960.00 in compensation for counseling services she required to recover from the stress she suffered due to the actions of Landlord C.R. She testified that C.R. notified them at 10:00 pm on February 17, 2025, that he would be attending the property at 11:00 am on February 18, 2025. She testified that despite not having given 24 hours' notice and having been told that the time would not work for them, the Landlord and another person came to the property at the date and time specified in the notice. She testified that because the Landlord was at the door and very persistent in trying to convince her to allow him to enter regardless of the fact that she was ill and recovering from a broken foot, she eventually gave in and let them enter. She stated that she specifically asked them not to look in closets with personal items in them, but the Landlord did not respect their wishes and opened every closet in the unit anyway. She further testified that the Landlord recorded their conversation without her knowledge and that she felt very disrespected when she found out that he had done so. Copies of a letter from a physician and a quote from a counseling service provider were submitted as evidence.

Landlord C.R. confirmed that he did not give 24 hours' notice on February 17, 2025, but explained it was due to an urgent matter that had come up. He testified that his mortgage was up for renewal and that a property inspector from the bank had to inspect the unit in order for the mortgage to be renewed. He stated that a last-minute cancellation had freed up a time slot in the inspector's calendar which they needed to take and explained as much to the Tenants hoping they would be understanding under the circumstances. He stated that he did not pressure Tenant R.S. to let him enter but was hoping they would give him permission to do the inspection but prepared to accept no if they were not. He stated that the only reason he recorded the conversation was so that he would have proof that permission in case R.S. later disputed it. The Landlords further testified that they fully respected the Tenants' request and that the Tenants' personal bedroom closets were never opened. A copy of the recording was submitted as evidence.

Analysis

Are the Landlords entitled to a Monetary Order for damage to the rental unit or common areas under sections 32 and 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

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.

While the Landlords state that the Tenants are responsible for damage to the rental unit over and above the damage acknowledged by both parties on the signed move-out report, the onus or burden of proof is on the party making the claim. When one party provides testimony/evidence of the events in one way, and the other party provides an equally probable but different testimony/evidence of the events, then the party making the claim has not met the burden on a balance of probabilities and the claim fails.

I find that both parties attended and signed the move-out inspection report which clearly indicated that the only damage of note to the unit was to the kitchen backsplash tiles. I find that as both parties have provided equally probable but different testimony and evidence, regarding the additional damage claimed by the Landlords, the Landlords have failed in their burden to prove that additional damages occurred over and above the damage to the tile, and therefore all other damages save the tile are dismissed without leave to reapply.

Therefore, I find the Landlords are entitled to a monetary award for damage under section 67 of the Act, in the amount of \$300.00.

Are the Tenants entitled to a Monetary Order for 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 Tenants must prove:

- the Landlords have 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 Tenants acted reasonably to minimize that damage or loss

While Tenant R.S. has provided a note from her physician, dated more than a month after the tenancy had ended, indicating that the Tenant had been assessed due to stressors that she claimed were related to on-going conflict “with her *current* landlord” and would benefit from counselling, I find that Tenant has provided insufficient evidence to establish any deterioration of her well being due to the actions of the Landlords based on a single uncomfortable interaction. The Tenant did not provide any psychological, psychiatric or medical reports to corroborate her deteriorated health nor has the Tenant been able to attribute any diminished mental health on any failure of the Landlords to uphold their responsibilities under the Act. (points 1 and 2 above).

Are the Landlords 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 April 30, 2025, and the Landlord made their application on May 14, 2025, I find that the Landlords did make their application within 15 days of the tenancy ending/the forwarding address being provided.

Section 36 (2) of the Act states that, unless the tenant has abandoned the rental unit, the right of a landlord to claim against a security deposit for damage to the rental unit is extinguished if, having made an inspection with the tenant, does not complete the condition inspection report and give the tenant a copy of it in accordance with the regulations.

I find that the Landlords conducted move-in and move-out inspections in which the Tenants participated as required under sections 23 and 35 of the Act and that copies of

the reports were provided to the Tenants as required under section 18 of the Regulations.

Under section 72 of the Act, I allow the Landlords to retain \$400.00, including the filing fee noted below, of the Tenants' security deposit currently valued at \$1,619.20, including interest, in full satisfaction of the monetary award noted above.

I find that the Tenants are entitled to a Monetary Order for the return of the balance of their security deposit in the amount of \$1,219.20.

Are the Landlords entitled to recover the filing fee for this application from the Tenants?

As the Landlords were partially successful in their application, I find that the Landlords are entitled to recover the \$100.00 filing fee paid for this application under section 72 of the Act.

Conclusion

I grant the Tenants a Monetary Order in the amount of **\$1,219.20** under the following terms:

Monetary Issue	Granted Amount
a monetary award for damage to the rental unit or common areas under sections 32 and 67 of the Act	\$300.00
authorization to recover the filing fee for this application from the Tenants under section 72 of the Act	\$100.00
authorization to retain a portion of the Tenants' security deposit valued at \$1,619.20 in full satisfaction of the Monetary Order requested under section 38 of the Act	-\$400.00
a Monetary Order for the return of the balance of the Tenants' security deposit under sections 38 and 67 of the Act	\$1,219.20
Total Amount	\$1,219.20

The Tenants are provided with this Order in the above terms, and the Landlords must be served with **this Order** as soon as possible. Should the Landlords 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 14, 2025

Residential Tenancy Branch