

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 unpaid utilities under section 67 of the Act
- a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act
- 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
- 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 hearing also 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 and/or pet damage deposit under sections 38 and 67 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

Service

At the onset of the hearing Tenant N.M. confirmed that the Landlord served her with the Notice of Proceeding and evidence. Tenant S.M. advised that he did not receive a copy, however, was able to review N.M.'s copy and was prepared to proceed as scheduled.

The Landlord acknowledged receipt of the Tenant's evidence.

Background and Evidence

The tenancy started on July 15, 2015, with a monthly rent of \$2925.00. A security deposit of \$1200.00 is still retained by the Landlord.

Tenant submits that multiple fixed-term tenancy agreements were signed, with the last agreement dated 2019, followed by a month-to-month tenancy.

The Tenancy ended on June 30, 2025. The Tenant provided their forwarding address to the Landlord on June 30, 2025.

A move-out inspection did not occur, as the parties were unable to agree on a date. The Landlord verbally provided two opportunities however did not provide a second opportunity using the approved RTB form.

A condition inspection was partially completed at the beginning of the tenancy. Relevant to this claim I note the following:

- stairway/hall carpet was stained

On July 9, 2025, the Landlord submitted an application for compensation for the following:

- \$590.99 for utilities
- \$400.00 for carpet cleaning
- \$200.00 for window cleaning
- \$3,000.00 for landscaping
- \$700.00 for moss removal
- \$280.00 for missing cinder blocks

On July 16, 2025, the Tenant applied for double the return of their security deposit.

The 2015 and 2019 Tenancy Agreements were provided and state:

- Tenants are responsible for all utility bills, water bill will remain in the Landlord's name and the amount will be collected from the tenants
- Tenants are responsible for all the upkeep of the yard in the back, front and sides keep all the shrubs trimmed. Do not let the shrubs overgrow.

Utilities

The Landlord submitted a copy of the city utility bill, which includes water, sewer and garbage collection fees for January 17 to May 16 2025, totalling \$520.99. The Landlord submits that they are claiming \$425.99 in relation to this period. The landlord further requested compensation for a further 45 days as tenant did not end the tenancy until June 30, 2025, the estimated amount for this was \$165.00.

The Tenants submits that they never paid that high in the ten years they were tenants.

Carpets & Windows

The Landlord submits that the tenancy agreement required professional carpet and window cleaning. To support these claims, the Landlord has provided receipts and photographs. The Landlord further states that professional carpet cleaning was carried

out after the Tenants moved out, and that the costs incurred exceeded the amount being claimed. The Landlord submits that the carpets are 10 years old and were replaced before the start of the tenancy. The Landlord submits that the professional cleaning was successful in restoring the carpets.

The Tenant states that the carpet was over 20 years old and beyond its useful life, that its condition and stains were pre-existing, as documented in the move-in inspection report. The Tenant submits that the carpet was cleaned at move-out and provided evidence that a steam cleaner was rented.

The Tenant submits that the windows were cleaned during the tenancy and that some were inaccessible without specialized equipment.

The Landlord states that concerns raised at move-in were addressed and that photographic evidence supports the condition of the property at move-out.

Landscaping and Moss Removal

The Landlord submits that yard maintenance was the responsibility of the Tenants and that in 2020 a warning was given indicating that the Tenants were not maintaining the yard in accordance with the agreement.

The Landlord submitted invoices for landscaping that exceeded the amount claimed, however they are not claiming the additional amount.

The Tenant disputes the landscaping charges, stating that major maintenance tasks, such as tree pruning referenced in the Landlord's invoices, are the responsibility of the Landlord. The Tenant submits that the plants on the property were mature and required arborist care, and that no specific concerns were raised by the Landlord during the tenancy.

The Tenant submits that moss removal and power washing constitute major maintenance and are not the responsibility of the Tenant. The Tenant also challenges the validity of the quote provided by the Landlord.

Utilities

The Tenant disputes the utility charges. They submit that over ten years they paid significantly lower and that the Landlord used to subtract the fees. The Tenant submits that the Landlord's estimate is inaccurate and that they could have requested a move-out utility bill from the city.

Cinder Blocks

The Tenant states that cinder blocks were installed by them in 2016 to improve drainage and were removed at move-out without causing damage. The Tenant submits that these blocks were not part of the property.

The Landlord submits that the cinder blocks were part of the property prior to the tenancy and submitted a photograph of them.

Security Deposit

The Tenant requests the return of the \$1,200 security deposit, doubled under the Residential Tenancy Act.

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 unpaid utilities?

I have reviewed the Tenancy Agreements submitted by both parties and water, garbage and sewer were not included utilities in the tenancy. Although the Tenant submits that the Landlord did not require them to pay for these services throughout the tenancy, there is no evidence of this, however I note that the reduction of the invoice does reflect the removal of garbage collection fees.

In consideration of the above, I find that the Landlord has established a claim for unpaid utilities for the period of January 17 to May 16, 2025, in the amount of \$425.99.

The Landlord based their claim for May 17, 2025 to June 30, 2025, inclusive, on the previous city utility bill as the bill was not yet available. The Tenant's submit that the bill was excessively high and does not reflect the amounts they regularly paid over the course of 10 years. As such, I the Landlord's claim for compensation in relation to the remaining unbilled period of utilities is dismissed, with leave to reapply. **The Landlord's may reapply once the invoice is received.**

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 unpaid utilities under section 67 of the Act, in the amount of \$425.99.

Is the Landlord entitled to a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement?

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.

Section 5 of the Act states that landlords and tenants may not avoid or contract out of this Act or the regulations, and that any attempt to avoid or contract out of this Act or the regulations is of no effect.

Section 37 of the Act states that at the end of the tenancy a tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

Section 32 of the Act states that a landlord must provide and maintain residential property in a state of decoration and repair that (a)complies with the health, safety and housing standards required by law, and (b)having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

Policy Guideline 1 clarifies the responsibilities of landlords and tenants regarding the maintenance, cleaning, and repairs of residential properties, as well as the obligations related to services and facilities, to ensure compliance with the Act.

Carpet and Window Cleaning

Despite the Tenancy Agreement specifying the requirement for “professional” carpet cleaning and exterior window cleaning, I find that these requirements exceed what is allowable under Sections 37 and 32 of the Act, and are therefore not enforceable.

Policy Guideline 1 specifies that a landlord is responsible for cleaning the outside of the windows at reasonable intervals. This responsibility aligns with the landlord’s obligations under Section 32 of the Act.

Policy Guideline 1 also provides guidance regarding the expectations for tenants to comply with Section 37 of the Act.

Regarding carpets, Policy Guideline 1 states:

The tenant is responsible for periodic cleaning of the carpets to maintain reasonable standards of cleanliness. Generally, at the end of the tenancy the tenant will be held responsible for steam cleaning or shampooing the carpets after a tenancy of one year. Where the tenant has deliberately or carelessly stained the carpet they will be held responsible for cleaning the carpet at the end of the tenancy regardless of the length of tenancy.

In reviewing the move-in condition inspection, I do not accept the Landlord's submission that the carpets were new at the start of the tenancy. The evidence indicates that the carpet had sustained some wear and staining prior to the tenancy.

In reviewing the evidence, I find that the Tenant satisfied the requirement to clean the carpets and did so reasonably. The need for professional cleaning was likely the result of reasonable wear and tear and natural aging.

As such, the Landlord's claim for compensation in relation to carpet and window cleaning is dismissed, without leave to reapply.

Moss removal and Landscaping

Policy Guideline 1 states:

Generally, the tenant who lives in a single-family dwelling is responsible for routine yard maintenance, which includes cutting grass and clearing snow. The tenant is responsible for a reasonable amount of weeding the flower beds if the tenancy agreement requires the tenant to maintain the flower beds.

And

The landlord is generally responsible for major projects, such as tree cutting, pruning, and insect control.

The Tenancy Agreement specifies that the tenants are responsible for the upkeep of the yard in the back, front, and sides, and to keep all the shrubs trimmed.

In consideration of Policy Guideline 1, the Tenancy Agreement, and the submissions of both parties, I find that the Tenants fulfilled their requirement to provide routine reasonable upkeep of the yard. While this may have met the Landlord's expectations, it is the standard for which the Tenants were responsible.

Moss removal does not fall under the responsibilities of the Tenants and would be the responsibility of the Landlord under Section 32 of the Act.

As such, the Landlord's claim for compensation in relation to landscaping and moss removal is dismissed, without leave to reapply.

Cinder Blocks

The Landlord submits that the cinder blocks were present at the onset of the tenancy; however, the Tenants submit that they were not and that the Tenants installed them at their own expense. Both parties submitted undated photographs of the cinder blocks in support of their respective positions.

As the party making the claim, the Landlord bears the responsibility to provide evidence beyond their testimony to substantiate the claim. The Landlord failed to establish that the cinder blocks were their property.

As such, the Landlord's claim for compensation in relation to the cinder blocks is dismissed, without leave to reapply.

Is the Landlord entitled to retain all or a portion of the Tenant's security deposit in partial satisfaction of the monetary award requested?

The Tenants requested the return of double their security deposit, submitting that the Landlord failed to comply with the requirements of the Act.

Section 38(1) of the Act states that within 15 days after receiving the tenant's forwarding address in writing, the Landlord is required to either repay the security deposit or make an application for dispute resolution claiming against the security deposit.

As per Section 36 of the Act, the Landlord's right to claim against the security deposit for damages is extinguished if a condition inspection is not completed or attempted in compliance with the Act and regulations.

Although the Landlord's right to claim against the security deposit for damages was extinguished, they were still entitled to apply to retain the security deposit for non-damage-related compensation. The Landlord received the Tenant's forwarding address on June 30, 2025, and completed their application for dispute resolution on July 9, 2025; therefore, within the required time specified by the Act.

Under Section 72 of the Act, I allow the Landlord to retain \$425.99 of the Tenant's security and pet damage deposits of \$948.91, calculated with interest, in satisfaction of the compensation awarded above.

Under Section 38 of the Act, the return of a security deposit must be calculated with interest. For the period of July 15, 2015 to June 30, 2025, the security deposit calculated with interest equals \$1,262.46, as determined using the Residential Tenancy Branch security deposit interest calculator.

In consideration of the above, I order the Landlord to return to the Tenant \$836.47, in accordance with Section 38 of the Act.

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

As both parties were partially successful in their applications, I find that each remains responsible for the fees paid for their respective applications.

Conclusion

I grant the Tenant a Monetary Order in the amount of **\$836.47** under the following terms:

| Monetary Issue | Granted Amount |
|---|-----------------------|
| a Monetary Order for the return of all or a portion of their security deposit under sections 38 and 67 of the Act | \$1262.46 |
| authorization for the Landlord to retain a portion of the security deposit in accordance with section 72 of the Act | -\$425.99 |
| Total Amount | \$836.47 |

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 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 16, 2025

Residential Tenancy Branch