

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
- 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

This hearing also dealt with the Tenants' Application for Dispute Resolution under 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

The Tenants attended the hearing.

The Landlord and witness E.B. attended the hearing.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package) and Evidence

The Landlord testified that they served their Proceeding Package and evidence on the Tenants in person on July 21, 2025. The Tenants confirmed receipt of the Proceeding Package and evidence and did not raise any issues with respect to service during the hearing. Therefore, I find the Tenants were served in accordance with sections 88 and 89 of the Act.

The Landlord testified they served some additional quotes on the Tenants by email on October 14, 2025. However, these documents were served outside the timelines prescribed in Rules 3.14 and 3.15 of the Residential Tenancy Branch (RTB) Rules of Procedure. Furthermore, the quotes were not uploaded to the RTB website for my

review. In light of this, the Landlord provided a verbal summary of the quotes during the hearing.

The Tenants testified they served their Proceeding Package and evidence on the Landlord by registered mail on August 5, 2025, and provided a copy of the Canada Post Customer Receipt including the tracking number. The Landlord acknowledged receipt of the Proceeding Package and evidence and did not raise any issues with respect to service during the hearing. Therefore, I find the Landlord was served in accordance with sections 88 and 89(1) 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 Landlord entitled to a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement?

Is the Landlord entitled to retain all or a portion of the Tenants' security deposit?

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

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

Are the Tenants 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.

The parties confirmed that this tenancy began on May 1, 2025, with a monthly rent of \$2,500.00, due on the first day of the month, with a security deposit in the amount of \$1,250.00 and a pet damage deposit in the amount of \$1,250.00.

The Landlord is seeking the following damages and compensation:

Item	Description	Amount
1	Floor repair	\$600.00
2	Cleaning	\$75.00
3	Damaged couch cushion	Unknown
4	Moving furniture	\$45.00
	TOTAL	\$720.00 plus cushion

Regarding the move-in condition inspection, the Landlord submitted that a walkthrough was conducted with Tenant N.J. at the start of the tenancy and that a move-in condition inspection report was completed on or around May 5, 2025. However, the Landlord acknowledged that the Tenants were not provided with a copy of this report until July 21, 2025, when it was included in the Landlord's evidence package for this application. The Landlord explained that the delay was due to ongoing discussions between the parties about concerns regarding the condition of the unit.

Tenant N.J. confirmed that they did a walk-through of the unit with the Landlord in May 2025 but submitted that no formal report was presented or signed at that time.

With respect to the move-out inspection, the Landlord submitted that a walkthrough was conducted on June 14, 2025, the day before the Tenants intended to vacate. The Landlord stated that the Tenants were not present during this inspection, despite being given one opportunity, and the Landlord completed a move-out condition inspection report independently. This report was also provided to the Tenants as part of the Landlord's evidence package on July 21, 2025.

The Tenants confirmed that the Landlord visited the unit on June 14, 2025, but stated they were not present and were unaware that a formal inspection was taking place. They submitted that no documentation was presented to them at the time and that they were not offered two opportunities to participate in a move-out inspection.

The Tenants testified that they provided their forwarding address in writing to the Landlord on July 7, 2025, and the Landlord confirmed receipt of the address on July 8, 2025. The parties agreed that \$1,775.00 of the security and pet damage deposits was returned to the Tenants on July 21, 2025. The Tenants submitted that they did not agree to the Landlord retaining any of the security or pet damage deposits.

Floor repair

The Landlord is claiming \$600.00 for damage to the hardwood floors, which they attribute to the Tenants' bed. Witness E.B. testified that E.B. and Tenant C.G. moved the existing bed out of the unit at the Tenants' request. E.B. stated that the original bed was on casters and that, at the time of removal, there was no visible damage to the hardwood floors. The Landlord submitted that the damage must therefore have been caused by the Tenants' bed, which was moved into the unit after the original bed was removed. E.B. described the damage as deep indentations, which they attributed to a metal bed frame without casters sitting directly on the floor.

The Landlord provided photographs showing scratches and scuffs on the wood floor and stated that multiple flooring professionals advised that partial repairs were not feasible. Although the repairs have not yet been completed, the Landlord submitted a quote ranging from \$4,900.00 to \$5,700.00 to replace the affected flooring and is claiming a partial amount of that quote, \$400.00 for materials and \$200.00 for labour, as an estimate of the damage caused.

The Tenants deny causing any damage to the floors and submitted that there is no evidence of the floor's condition at the time the tenancy began. They noted that they used a rug in the bedroom and the bed they used in that room did not have feet. As well, the Tenants submitted that they moved out of that room after three nights, minimizing their use of the space. They also pointed out that the Landlord's claim is based solely on quotes rather than actual repairs. The Tenants argue that the claim is speculative and not supported by sufficient evidence.

Damaged couch cushion

The Landlord submitted that a couch cushion was scratched by the Tenants' cats and is beyond repair. The Landlord did not assign a specific dollar amount to this damage, expressing uncertainty about how to value it and deferring to the arbitrator's judgment. A photograph of the cushion was provided, and the Landlord stated that the cushion cannot be replaced without replacing the entire couch, which they felt would be disproportionate and unfair.

The Tenants acknowledged that they had two cats during the tenancy but stated that they took precautions to protect the furniture, including covering the couch with blankets and placing a cat tree nearby. They dispute the extent of the damage, arguing that the photograph provided by the Landlord was blurry and inconclusive. The Tenants also noted that the issue was not raised during the tenancy and only appeared in the Landlord's evidence package, suggesting that it was not considered significant at the time.

Cleaning

The Landlord claims \$75.00 for cleaning the rental unit after the Tenants vacated. The Landlord submitted that the unit was left in a dirty condition and required cleaning, which the Landlord performed themselves with the help of another property manager. The Landlord submitted photographs of the areas that were left dirty and cited quotes from professional cleaning services to justify the reasonableness of the amount claimed. The Landlord submitted they spent about two hours cleaning the unit.

The Tenants submitted that they cleaned the unit before leaving and left it in the same or better condition than they found it. They explained that they returned to the unit on June 23, 2025, to do a final sweep and vacuum, but were surprised to find the Landlord present, which created an uncomfortable atmosphere and led them to leave without completing the cleaning. They maintain that any remaining mess was superficial and did not warrant additional cleaning costs.

Moving furniture

The Landlord claims \$45.00 for the cost of moving the original bed back into the unit after the Tenants vacated. The Landlord submitted that the unit was furnished and that the Tenants requested the bed be removed at the beginning of the tenancy. To return

the bed to the unit after the Tenants moved out, the Landlord paid a friend \$40.00 for assistance and attributed an additional \$5.00 to gas expenses. The Landlord also provided quotes from local moving companies to support the reasonableness of the amount claimed.

The Tenants dispute this charge, submitting that the Landlord offered to remove the bed at the start of the tenancy and that there was no written agreement requiring them to pay for its return. They submitted that the expectation to cover the cost of moving the bed back was never communicated during the tenancy and only became apparent upon receiving the Landlord's evidence package. The Tenants maintain that the charge was not agreed upon and should not be deducted from their deposit.

Analysis

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

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.

Policy Guideline #1 states that the tenant is generally required to pay for repairs where damages are caused, either deliberately or as a result of neglect, by the tenant or his or her guest. The tenant is not responsible for reasonable wear and tear to the rental unit or site. 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.

Under section 67 of the Act, when a party makes a claim for damage or loss, the burden of proof lies with the applicant to establish the claim. In this case, to prove a loss, the Landlord must satisfy the following four elements on a balance of probabilities:

1. Proof that the damage or loss exists;
2. Proof that the damage or loss occurred due to the actions or neglect of the tenants in violation of the Act, Regulation or tenancy agreement;
3. Proof of the actual amount required to compensate for the claimed loss or to repair the damage; and
4. Proof that the landlord followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

Floor repair

The Landlord provided photographs showing scratches and indentations on the hardwood flooring, which I accept as proof that damage exists. Witness E.B. testified that the original bed, which was on casters, was removed without incident and that no damage was visible at that time. E.B. further stated that the damage observed after the

tenancy consisted of deep indentations, which they attributed to a metal bed frame without casters, suggesting that the Tenants' replacement bed caused the damage.

The Tenants deny causing the damage, stating that they used a rug in the bedroom and that the bed they used in that room did not have feet. Additionally, the Tenants submitted that there is no documentation or photographic evidence of the condition of the floors at the start of the tenancy, which limits the ability to determine whether the damage occurred during the tenancy or was pre-existing.

While the Landlord has provided a quote ranging from \$4,900.00 to \$5,700.00 to replace the flooring, they are claiming only \$600.00 as a portion of that cost. However, the repairs have not yet been completed, and there is no invoice or receipt to confirm the actual cost or the basis for which the Landlord arrived at the figure of \$600.00. The Landlord has also not demonstrated efforts to mitigate the loss, such as obtaining multiple quotes for partial repairs or exploring less costly alternatives.

While E.B.'s testimony supports the Landlord's position, the lack of contemporaneous documentation, the delayed disclosure of the inspection report, and the absence of proof of the floor's original condition undermine the strength of the claim. On a balance of probabilities, I find that the Landlord has not met the burden of proof under section 67 of the Act. Accordingly, the claim for \$600.00 for floor repair is dismissed.

Damaged couch cushion

The Landlord submitted that a couch cushion was scratched by the Tenants' cats and is beyond repair. The Landlord did not assign a specific dollar amount to this damage, expressing uncertainty about how to value it and deferring to the arbitrator's judgment. A photograph of the alleged damage was provided; however, the image was blurry, and the extent of the damage was unclear, making it difficult to assess the nature or severity of the harm.

The Tenants acknowledged having two cats during the tenancy but stated that they took precautions to protect the furniture and could not confirm whether their cats had caused damage to the couch as the photograph provided was blurry and unclear.

While Policy Guideline #1 provides that tenants are generally responsible for damage caused by pets, the Landlord must still meet the burden of proof under section 67 of the Residential Tenancy Act. In this case, although the Landlord has provided some evidence that damage may exist, they have not provided a clear valuation of the loss, nor any quotes, invoices, or receipts to support a specific amount of compensation. The blurry photograph and lack of contemporaneous documentation further weaken the claim.

Accordingly, I find that the Landlord has not met the burden of proof under section 67 of the Act. The claim for compensation related to the damaged couch cushion is dismissed.

For the above reasons, 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 is dismissed, without leave to reapply.

Is the Landlord entitled to 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, when a party makes a claim for damage or loss, the burden of proof lies with the applicant to establish the claim. In this case, to prove a loss, the Landlord must satisfy the following four elements on a balance of probabilities:

1. Proof that the damage or loss exists;
2. Proof that the damage or loss occurred due to the actions or neglect of the tenants in violation of the Act, Regulation or tenancy agreement;
3. Proof of the actual amount required to compensate for the claimed loss or to repair the damage; and
4. Proof that the landlord followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

Cleaning

The Landlord submitted photographic evidence showing the condition of the rental unit after the Tenants vacated. The Tenants acknowledged that they did not complete a final sweep or vacuum of the unit prior to departure.

Based on the evidence, I am satisfied that the Landlord incurred a loss in the form of time spent cleaning the unit to restore it to a reasonable standard. Policy Guideline #1 provides that a tenant is generally responsible for cleaning costs where the rental unit is left in a condition that does not meet reasonable health, cleanliness, and sanitary standards. I find that the condition of the unit upon vacancy did not meet these standards.

I accept the Landlord's evidence that they spent approximately two hours cleaning the unit. The hourly rate of \$37.50 is reasonable and consistent with market rates for general cleaning services. The Landlord's actions also demonstrate reasonable efforts to mitigate the loss, as required under Section 7(2). I therefore allow the Landlord's claim of \$75.00 for cleaning the rental unit.

Moving furniture

The Landlord testified that they paid a friend \$40.00 for assistance moving a bed back into the rental unit and attributed an additional \$5.00 to gas expenses. However, I am not satisfied that this loss arose due to the actions or neglect of the tenants in violation of the Act, Regulation or tenancy agreement as fees for moving furniture were not included in the tenancy agreement.

The Landlord testified that they paid a friend \$40.00 to assist with moving a bed back into the rental unit after the Tenants vacated and attributed an additional \$5.00 to gas expenses. However, I am not satisfied that this loss arose due to the actions or neglect of the Tenants in violation of the Act, Regulation, or the tenancy agreement, as fees for moving furniture were not included in the tenancy agreement. Accordingly, the Landlord's claim for \$45.00 for moving furniture is dismissed.

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 money owed or compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act, in the amount of \$75.00 for cleaning the rental unit.

Is the Landlord entitled to retain all or a portion of the Tenants' security deposit?

Pursuant to section 23 of the Act, the landlord and tenant must together inspect the condition of the rental unit at the start of the tenancy, either on the day the tenant is entitled to possession or on another mutually agreed day. Both parties must sign a condition inspection report, and the landlord must provide the tenant with a copy of the report in accordance with the regulations. Under section 24, the landlord's right to claim against the security deposit is extinguished if the landlord fails to provide the tenant with a copy of the move-in condition inspection report in accordance with the regulations.

Similarly, section 35(4) of the Act requires that at the end of the tenancy, both the landlord and tenant must sign a move-out condition inspection report, and the landlord must provide the tenant with a copy of that report. If the landlord fails to complete the inspection with the tenant and provide a copy of the report in accordance with the regulations, the landlord's right to claim against the deposit is extinguished under section 36(2).

Section 38(1) of the Act sets out specific timing requirements for dealing with deposits at the end of a tenancy. The landlord must, within 15 days of the later of the tenancy ending or receiving the tenant's forwarding address in writing, either return the deposit, file a claim against it, or reach an agreement with the tenant to retain all or part of the deposit.

Although the parties disagree over whether the Tenants were offered two opportunities to participate in the condition inspections at the start and end of the tenancy, they agree that the Landlord did not provide copies of the inspection reports until July 21, 2025, as part of the Landlord's evidence for this application.

I therefore find that the Landlord did not provide a copy of the move-in condition inspection report to the Tenants at the commencement of the tenancy, contrary to section 23 of the Act. I also find that at the end of the tenancy, the Landlord failed to

provide a copy of the move-out condition inspection report to the Tenants in accordance with section 35 of the Act.

As a result, the Landlord's right to claim against the Tenants' security deposit for damage to the rental unit is extinguished under sections 24 and 36 of the Act. Given that the Landlord's right to claim for damage was extinguished under section 24, the Landlord was required to either return the deposit or file a claim for a purpose other than damage. As the Landlord's claim includes a claim for compensation other than for damage to the unit, the security deposit may still be applied toward costs not related to damage of the rental unit.

Therefore, under section 72 of the Act, I allow the Landlord to retain \$75.00 of the Tenant's security deposit in full satisfaction of the monetary award for cleaning the rental unit.

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

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

Are the Tenants 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 and pet damage 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 and pet damage 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 any security and pet damage 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 and pet damage deposit or file a claim against the tenant within 15 days, the landlord must pay the tenant double the amount of the security and pet damage deposit.

In this case, I find that the Landlord received the Tenants' forwarding address on July 8, 2025. The Landlord filed this application claiming against the security deposit on July 23, 2025, which is within the 15-day time limit. As the Landlord applied within the statutory timeframe and the application includes a claim for compensation beyond damage to the rental unit, I find that the doubling provisions under Section 38(6) do not apply in this instance.

The parties agree that the Landlord returned \$1,775.00 of the security and pet damage deposits was returned to the Tenants on July 21, 2025. As I have found the Landlord is entitled to retain \$75.00 of the Tenant's security deposit in full satisfaction of the monetary award for cleaning the rental unit, this leaves a balance of \$650.00, plus interest, owing to the Tenants, as set out below:

Description	Amount
Security Deposit	\$1,250.00
Pet Damage Deposit	\$1,250.00
Amount returned by Landlord	-\$1,775.00
Amount Landlord is authorized to retain for cleaning	-\$75.00
TOTAL	\$650.00

Therefore, I find the Tenants are entitled to a Monetary Order under sections 38 and 67 of the Act for the return of the remainder of their deposits in the amount of \$650.00, plus interest.

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

As the Tenants were partially successful in their application, I find that they 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 **\$653.42** under the following terms:

Monetary Issue	Granted Amount
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	\$650.00
amount of interest owed on the security deposit from April 4, 2025, to the date of this Order	\$3.42
Authorization for the Landlord to recover the filing fee for their application from the Tenants under section 72 of the Act	-\$100.00
Authorization for the Tenants to recover the filing fee for their application from the Landlord under section 72 of the Act	\$100.00
Total Amount	\$653.42

The Tenants are provided with this Order in the above terms and the Landlord must be served with **this Order** as soon as possible. Should the Landlord fail to comply with this

Order, this Order may be filed and enforced in the Provincial Court of British Columbia (Small Claims Court).

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 is dismissed, without leave to reapply.

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 22, 2025

Residential Tenancy Branch