



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

DECISION

Dispute Codes (L) MN DL, LRSD
(T) MNSDS, FFT

Introduction

This hearing was scheduled on the Landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for damage to the rental unit under sections 32 and 67 of the Act, and authorization to retain the Tenant's security deposit.

This hearing was also scheduled to address the Tenant's application under the Act for return of security deposit under sections 38 and 67 of the Act and authorization to recover the filing fee from the Landlord under section 72 of the Act.

Landlord N.H.K. attended the hearing.

Tenant H.V.B. attended the hearing.

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

I find each party was served with the respective proceeding package and evidence by the other party in accordance with section 89(1) of the Act. The Tenant served her proceeding package to the Landlord by registered mail which was delivered on July 18, 2025, based upon tracking information provided by Canada Post. The Landlord served his proceeding package to the Tenant by posting to the Tenant's residential door at the forwarding address provided by the Tenant on August 7, 2025.

Preliminary Matters

The Tenant noted at the start of the proceedings that she had not received a copy of the Landlord's monetary worksheet or copies of invoices in support of the Landlord's request for compensation. The Tenant was advised the hearing could be adjourned to

allow the Landlord to serve these documents to the Tenant as the Landlord stated he believed they had been served to the Tenant, or the hearing could proceed and the Landlord could testify as to the contents of the receipts and invoices. The Tenant elected to proceed, and the Landlord was permitted an opportunity to testify as to the amount of the invoices for which compensation was sought.

During the hearing, the Landlord withdrew the claim for compensation related to cleaning of the unit in the amount of \$472.50. I grant this amendment to the Landlord's application, there being no objection from the Tenant, and I make no findings on this claim.

Issues for Decision

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

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

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

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

Background and Evidence

I have reviewed the evidence, and I have considered the testimony of the parties, in reaching my determination.

The evidence established the tenancy commenced on December 1, 2021, and ended on July 26, 2025. The tenancy initially began with the Tenant and a co-tenant, but was subsequently modified to provide a reduced rental rate with only Tenant H.V. Copies of both tenancy agreements were provided in evidence. At the start of the tenancy, the Tenant provided a security deposit to the Landlord in the amount of \$1,900.00, which the Landlord states he continues to hold in trust. The rental property is a 3 bedroom, 3 bath unit with carpets in the bedrooms and a limited portion of the living room.

The Tenant vacated the rental unit on July 26, 2025. In correspondence dated July 10, 2025, the Tenant provided the Landlord with her notice of vacating the unit within 10 days pursuant to a Notice to end tenancy served on her by the Landlord. A copy of the correspondence was provided in evidence. The Tenant also provided a completed proof of service form indicating that she served her forwarding address to the Landlord by email on July 18, 2025.

Although the parties admitted a move-in inspection had not been done, the Landlord stated he did conduct a move-out inspection dated July 26, 2025, which the Tenant did not attend. A copy of the move-out inspection was provided in evidence. The inspection report includes the Tenant's forwarding address.

The Landlord submitted photographs indicating damage (nicks, gouges, marks) on the interior walls of the unit. The Landlord also provided photographs of the carpet in the living room and master bedroom which he stated had been stained. The Landlord stated he incurred carpet cleaning costs in the amount of \$525.00. Additionally, for drywall repair, the Landlord stated the cost totaled \$448.00.

The Tenant stated that many of the photographs of the interior walls indicate damage that was pre-existing at the time her tenancy started. She stated the screws for mounting a television were already present and she used those for her television. Additionally, she explained she used many of the screws that were already present for her wall hangings or used a hook with removable glue that left no mark. The Tenant did admit she hung 4 pictures in the dining room and used nails for these wall hangings. However, she stated her children did not use nails to post their wall hangings in their bedrooms. The Tenant noted that at one point during the tenancy she patched a hole that occurred during her occupancy in support of her position that she was a responsible tenant, as the Landlord did not request repair of that area. Furthermore, she stated the Landlord's complaint that there was a hole that was caused by the toilet paper dispenser had been repaired. The Landlord denied the wall where the dispenser was located had been repaired.

The Tenant stated she did clean the living room carpet when she was moving out, but admittedly did not provide a copy of the invoice. The Tenant stated the carpets had exceeded their useful life, referring to Policy Guideline 40, and that she should not be responsible for carpet cleaning. The Tenant stated when she moved in the house was quite "worn."

The Tenant requested double the amount of her damage deposit in her application on the grounds the Landlord did not do a move-in inspection and failed to conduct a move-out inspection.

Analysis

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

Based on the evidence before me, the testimony of the parties, and on a balance of probabilities, I find the Landlord has provided sufficient evidence to establish a claim for damage to the rental unit or common areas.

Policy Guideline 1 states: "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." In this case, the Tenant did not provide evidence she had steam-cleaned the carpets at the end of the tenancy. The Landlord submitted an invoice in the amount of \$525.00 for carpet cleaning. I find the Landlord is entitled to the cost of cleaning the carpet in the sum of \$525.00, the tenancy lasting approximately three and a half years.

The Tenant did admit to making a few holes in the dining room wall (a total of 4). As there is no move-in condition inspection report which would establish the condition of the walls at the time the Tenant moved in, I find the Landlord is entitled to damage only for these 4 holes. I find it is reasonable to reimburse the Landlord in the amount of \$20.00 for this damage. Although Policy Guideline 40 may provide that interior wall paint has a life expectancy of 6 years, the damages I have found are not for the cost of re-painting, but for the cost of repair (patching). Policy Guideline 40 states: "Actual life expectancy varies with usage, weather and climate, manner of installation, maintenance, and quality of materials. Accordingly, the director may decide not to apply the estimated useful life of an item or asset when there is evidence that demonstrates a different expected useful life." In this case I decline to apply the approximate useful life for paint or for the carpet as I have insufficient evidence with respect to the condition of the paint and carpet.

For these reasons, the Landlord's application for a monetary order for compensation for damage to the rental unit under section 67 of the Act is granted and the Landlord is awarded \$545.00 for the cost of carpet cleaning and the repair for the nail holes in the dining room area.

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

Section 38(4) allows a landlord to retain from a security and/or 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/or 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 or pet damage deposit or make an application for dispute resolution claiming against the security deposit or the pet damage deposit. I find the Landlord timely filed for dispute resolution on August 7, 2025, regarding the Tenant security deposit within 15 days of receipt of the tenancy ending on July 26, 2025.

I have determined the Landlord is entitled to an award for the cost of carpet cleaning and 4 holes in the dining room in the total amount of \$545.00. I find the Tenant is entitled to the return of the balance of the security deposit, plus interest, as more fully detailed below. As the Landlord complied with section 38(1) of the Act, the Tenant is not entitled to an award of double the amount of her security deposit.

Is the Tenant authorized to recover the filing fee for this application from the other party?

As the Tenant was not successful in her application requesting return of double the amount of her security deposit, I find the Tenant may not recover the \$100.00 filing fee paid for her application under section 72 of the Act.

Conclusion

I grant the Tenant a Monetary Order in the amount of **\$1,459.68** pursuant to the following terms:

Monetary Issue	Granted Amount
a Monetary Order to the Landlord for damage to the rental unit under sections 38 and 67 deducted from the Tenants' security deposit	-\$545.00
a Monetary Order to the Tenants for their security and pet damage deposits plus accrued interest	\$2,004.68
Total Amount	\$1,459.68

The Tenant is provided with this Order as stated 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 in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

This decision is issued 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 22, 2025

Residential Tenancy Branch