



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

DECISION

Introduction

This hearing was convened in response to cross applications.

The Landlord filed an Application for Dispute Resolution in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss, a monetary Order for damage to the rental unit, to retain the security deposit, and to recover the fee for filing their Application for Dispute Resolution.

The Tenant filed an Application for Dispute Resolution in which the Tenant applied the return of the security deposit, and to recover the fee for filing this Application for Dispute Resolution. AM is the only respondent named on the Tenant's Application for Dispute Resolution.

The participants were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each participant affirmed they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The participants were advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. The participants affirmed they would not record any portion of these proceedings.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

AM stated that the Landlord's Application for Dispute Resolution and Proceeding Package was sent to GG, by registered mail, on August 04, 2025. The Landlord submitted evidence from Canada Post that corroborates this testimony. GG acknowledged receipt of these documents. I therefore find these documents were served in accordance with section 89 of the *Residential Tenancy Act* (Act).

GG stated that the Tenant's Application for Dispute Resolution and Proceeding Package was sent to AM, by registered mail, on August 09, 2025. The Tenant submitted evidence from Canada Post that corroborates this testimony. AM acknowledged receipt of these documents. I therefore find these documents were served in accordance with section 89 of the Act.

Service of Evidence

On July 31, 2025 and August 04, 2025, the Landlord submitted evidence to the Residential Tenancy Branch. AM stated that this evidence was served to the Tenant with the Landlord's Proceeding Package. GG acknowledged receipt of this evidence, and it was accepted as evidence for these proceedings.

On August 05, 2025 and August 12, 2025, the Tenant submitted evidence to the Residential Tenancy Branch. GG stated this evidence was sent to the Landlord with the Tenant's Proceeding Package. AM acknowledged receipt of the evidence, and it was accepted as evidence for the proceedings.

Issue(s) to be Decided

Should the security deposit be retained by the Landlord or returned to the Tenant?
Is the Landlord entitled to compensation for damage to the rental unit or personal injury?

Is either party entitled to recover the fee paid to file an Application for Dispute Resolution?

Background and Evidence

The Landlord and the Tenant agree that:

- the tenancy began in 2023
- a security deposit of \$850.00 was paid on September 09, 2023
- a condition inspection report was not completed at the start of the tenancy
- the tenancy ended on June 14, 2025
- a condition inspection report was not completed at the end of the tenancy
- the Tenant mailed a forwarding address to the Landlord, on July 09, 2025
- the Tenant did not authorize the Landlord to retain any portion of the security deposit
- the Landlord did not return any portion of the security deposit.

AM stated that the rental unit was jointly inspected at the start of the tenancy. GG stated that the unit was not jointly inspected at the start of the tenancy. AM stated that

the rental unit was jointly inspected at the end of the tenancy. GG agreed the unit was jointly inspected at the end of the tenancy.

AM stated that on July 09, 2025, the Tenant's forwarding address was received by AM's wife, who acted as an agent for the Landlord.

The Landlord is seeking \$900.00 in compensation for the floor, which the Landlord alleges was damaged during the tenancy. The Landlord submitted photographs of scratches to the floor, which were taken on June 14, 2025. The Landlord alleges this damage occurred during the tenancy.

AM stated that the Landlord did not submit an invoice or an estimate to establish the cost of repairing the flooring.

GG stated that the scratches shown in the Landlord's photographs were not present at the end of the tenancy.

The Landlord is seeking \$20,000.00 in compensation for injuries the Landlord's wife sustained while she was cleaning water that leaked from the washing machine at the end of the tenancy.

AM stated that when the Landlord used the washing machine after the tenancy ended, water flowed from the rear drain onto the floor. Photographs were submitted which show the drainpipe is detached from the washing machine.

GG stated that the washing machine was functioning properly at the end of the tenancy.

The Landlord is seeking compensation of \$20,000.00 because they injured themselves while cleaning the water that leaked from the washing machine.

GG stated that the washing machine was functioning properly at the end of the tenancy and that the Tenant did not remove the drainpipe.

The Landlord is seeking compensation of \$150.00 for repairing damage to the walls. The Landlord submitted photographs, which show the walls were damaged by holes and the drywall at the corner of one wall was significantly damaged.

AM stated that the photographs were taken at the end of the tenancy. AM stated that the Tenant had permission to mount a television on the wall, which caused the holes, but the Landlord expected the Tenant to repair the holes at the end of the tenancy.

GG stated that the Landlord did not tell the Tenant they would have to repair the holes caused by mounting the television. GG stated that the drywall at the corner of the wall was not damaged at the end of the tenancy.

AM stated that the Landlord provided the Residential Tenancy Branch with an estimate for repairing the wall damage. Although the Landlord “estimated” the amount on the Monetary Worksheet, an estimate from an independent party was not submitted. The Tenant confirmed an independent estimate was not served to them.

The Landlord is seeking compensation of \$250.00 for cleaning the rental unit. The Landlord submitted photographs, which show the rental unit needed cleaning. AM stated that these photographs were taken at 7:36 PM on June 14, 2025, according to AM’s telephone. AM stated that the Landlord spent 4-5 hours cleaning the unit.

GG stated that the photographs do not represent the condition of the rental unit when they fully vacated the unit. GG stated that the rental unit was vacant between 4:00 PM and 6:00 PM on June 14, 2025, and GG speculates that the Landlord’s photographs were taken at that time. GG stated that the Tenant returned to the unit at 6:00 PM on that day and cleaned the unit until 6:45 PM.

The Landlord is seeking compensation of \$100.00 for repairing the stovetop. The Landlord and the Tenant agree the stovetop was not working at the end of the tenancy.

GG stated that the stovetop had not worked for several months as the result of a short circuit, which was reported to the Landlord in December of 2024. AM stated that the stovetop was repaired after it stopped working in December of 2024, which the Tenant denies.

Analysis

Based on the undisputed evidence, I find that:

- the tenancy began in 2023
- a security deposit of \$850.00 was paid on September 09, 2023
- the tenancy ended on June 14, 2025

- the Landlord's agent received a forwarding address for the Tenant on July 09, 2025

Residential Tenancy Branch records show that the Landlord filed their Application for Dispute Resolution on July 31, 2025.

Section 38(1) of the *Act* stipulates that within 15 days after the later of the date the tenancy ends and the date the landlord receives the tenant's forwarding address in writing, the landlord must either repay the security deposit and/or pet damage deposit or file an Application for Dispute Resolution claiming against the deposits.

I find that the Landlord failed to comply with section 38(1) of the *Act*, as the Landlord did not repay the security deposit or file an Application for Dispute Resolution within 15 of the tenancy ending on June 14, 2025 and the Landlord's agent receiving the forwarding address on July 09, 2025.

Section 38(6) of the *Act* stipulates that if a landlord does not comply with subsection 38(1) of the *Act*, the landlord must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable. As I have found that the Landlord did not comply with section 38(1) of the *Act*, I find that the Landlord must pay the Tenant double the security deposit, plus interest of \$34.87 on the original deposit.

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.

Section 37(2) of the *Act* states that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and the tenant must return all keys or other means of accessing the unit/residential property.

To be awarded compensation for damage to the rental unit or common areas, 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

Residential Tenancy Branch Policy Guideline 1 states that 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 repairs or maintenance are required due to reasonable wear and tear or due to deliberate damage or neglect by the tenant. An arbitrator may also determine whether the condition of premises meets reasonable health, cleanliness, and sanitary standards, which are not necessarily the standards of the arbitrator, the landlord or the tenant.

In the case of verbal testimony when one party submits their version of events and the other party disputes that version, it is incumbent on the party bearing the burden of proof to provide sufficient evidence to corroborate their version of events. In the absence of any documentary evidence to support their version of events or to doubt the credibility of the parties, the party bearing the burden of proof would fail to meet that burden.

I favor AM's testimony that the floor was scratched at the end of the tenancy, over GG's testimony that it was not scratched at the end of the tenancy. I favored AM's testimony in this regard because the Landlord submitted photographs of the scratches, which were taken on June 14, 2025. I find it highly unlikely that these scratches occurred after the tenancy ended. I find, on the balance of probabilities, that it is more likely the scratches occurred during the tenancy.

In addition to establishing that a tenant damaged a rental unit, a landlord must also accurately establish the cost of repairing the damage caused by a tenant, whenever compensation for damages is being claimed. I find that the Landlord failed to establish the true cost of repairing the damage to the flooring. In reaching this conclusion, I was strongly influenced by the absence of any documentary evidence that corroborates the Landlord's statement that it will cost \$900.00 to repair the floor. When receipts/invoices are available, or should be available with reasonable diligence, I find that a party seeking compensation for those expenses has a duty to present the receipts.

As the Landlord failed to establish the true cost of repairing the damaged flooring, I dismiss the claim for repairing the damage, without leave to reapply.

I find that the Landlord submitted insufficient evidence to establish that the washing malfunctioned due to the actions or the neglect of the Tenant. While I find it is entirely possible that the drainpipe became detached because of the Tenant's actions, I find it equally possible that it became detached through normal wear and tear, which coincidentally occurred at the end of the tenancy.

I find it plausible that a drainpipe can become detached over time. In the absence of any evidence to show the Tenant deliberately disconnected the drainpipe, I must conclude that the flood damage was the result of normal wear and tear of the washing machine. As the Tenant is not required to repair damage that is the result of normal wear and tear, I dismiss the Landlord's application for any damages that flow from repairing the washing machine, including personal injury.

Based on the undisputed evidence, I find that the Tenant mounted a television on the wall, which damaged the wall. Even though the television was mounted on the wall with the permission of the Landlord, I find the Tenant was responsible for repairing the holes at the end of the tenancy, which were left when the television was removed.

I favor AM's testimony that the corner of the drywall was damaged at the end of the tenancy, over GG's testimony that it was not damaged at the end of the tenancy. I favored AM's testimony in this regard because the Landlord submitted a photograph of the wall, which was taken on June 14, 2025. Based on the photograph, the damage exists. If I were to believe GG's version of events, I would have to conclude that the Landlord somehow damaged the wall after the unit was vacated, which I find highly improbable. I find, on the balance of probabilities, that it is more likely the wall damage occurred during the tenancy.

I find that the Landlord failed to establish the true cost of repairing the wall damage. In reaching this conclusion, I was strongly influenced by the absence of any documentary evidence that corroborates the Landlord's statement that it will cost \$150.00 to repair the wall damage. When receipts/invoices are available, or should be available with reasonable diligence, I find that a party seeking compensation for those expenses has a duty to present the receipts.

As the Landlord failed to establish the true cost of repairing the damaged walls, I dismiss the claim for repairing the damage, without leave to reapply.

Based on the photographs submitted by the Landlord, I find that the Tenant failed to comply with section 37(2) of the Act when the rental unit was not left in reasonably clean condition at the end of the tenancy. Even if I accepted GG's submission that the Tenant spent 45 minutes cleaning the unit after the Landlord took those photographs, I find that 45 minutes of cleaning would not have been sufficient to render the unit reasonably clean. I therefore find that the Landlord is entitled to compensation for time spent cleaning the rental unit.

Based on AM's testimony that the Landlord spent 5 hours cleaning the unit, I find the Landlord is entitled to \$150.00 in compensation for cleaning the unit. I find \$30.00 per hour is reasonable compensation for cleaning one's own unit.

I have placed little weight on the witness statement from the Tenant's cousin, who declared they helped clean the rental unit at the end of the tenancy. I find this witness' opinion carries less value than the Landlord's photographs, which allow me to independently assess the cleanliness of the unit.

Based on the undisputed evidence, I find that the stovetop was not working at the end of the tenancy. Given the history of the stovetop failing in December of 2024 and in the absence of evidence to show the Tenant misused the stove, I find it entirely possible that the stovetop was not working at the end of the tenancy due to normal wear and tear. As the Tenant is not responsible for repairing damage that is caused by normal wear and tear, I dismiss the Landlord's application for repairing the stovetop, without leave to reapply.

I find both Applications for Dispute Resolution have some merit. I therefore find each party is obligated to pay their own cost for filing their Application for Dispute Resolution. I dismiss each application to recover the fee for filing an Application for Dispute Resolution, without leave to reapply.

Conclusion

The Tenant has established a monetary claim for \$1,734.87, which is double the security deposit plus interest of \$34.87.

The Landlord has established a monetary claim for \$150.00 for cleaning the rental unit.

After offsetting the two claims, I find that Landlord owes the Tenant \$1,584.87, and I am granting a Monetary Order in that amount. This Monetary Order will name AM only, as AM is the Respondent named in the Tenant's Application for Dispute Resolution.

In the event AM does not voluntarily comply with this Order, it may be served on AM, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

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 17, 2025

Residential Tenancy Branch