Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

DECISION

Dispute Codes MNDL-S, MNDCL-S, LRSD, FFL / MNDCT, MNSD, FFT

Introduction

This hearing was convened following Applications for Dispute Resolution (Applications) from both parties under the *Residential Tenancy Act* (the Act), which were crossed to be heard simultaneously.

The Landlord seeks:

- Compensation for damage to the rental unit under sections 32 and 67 of the Act;
- Compensation for loss under the Act, *Residential Tenancy Regulation* (the Regulation), or tenancy agreement, under section 67 of the Act;
- Authorization to retain the Tenants' security deposit under section 38 of the Act; and
- To recover the filing fee for their Application from the Tenants under section 72 of the Act.

The Tenants seek:

- Compensation for damage or loss under the Act, Regulation, or tenancy agreement under section 67 of the Act;
- The return their security deposit under sections 38 and 67 of the Act; and
- To recover the filing fee for their Application from the Landlord under section 72 of the Act.

Parties attended the hearing for both the Landlord and the Tenants. Words using the singular shall also include the plural and vice versa where the context requires.

Service of Notice of Dispute Resolution Proceeding and Evidence

The parties confirmed receipt of the Notice of Dispute Resolution Proceeding Package for the other's Application. No issues with service were raised. Given this, I find that these records were served as required under section 89 of the Act.

The Tenants acknowledged receipt of the Landlord's evidence relating to both Applications. The Landlord also confirmed receipt of the Tenants' evidence for their Application. From this, I find that the aforementioned records were served as required under section 88 of the Act.

The Tenants provided their evidence in response to the Landlord's Application through multiple emails and links to file hosting websites, some of which were provided within 7 days before the hearing took place. The Landlord indicated they were unable to access some of the links and took issue with the timing of the service of elements of the Tenants' evidence.

Given the above, I mandated that the Tenants must clearly refer to their evidence provided in response to the Landlord's Application and that I would have to verify with the Landlord that they were able to access this piece of evidence and had time to review it ahead of the hearing in order for me to consider it. During the hearing, one piece of evidence met these requirements, which was a record of an email exchange between the parties from September 2015. As such, only this piece of the Tenants' evidence provided in response to the Landlord's Application will be considered.

Preliminary Issue – Partial Settlement

Under section 63 of the Act, an arbitrator may assist the parties to settle their dispute. Section 64.2 of the Act states that if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order.

During the hearing the parties were able to reach a compromise and achieved a resolution of one of the Landlord's claims raised in their Application on mutually agreed terms.

Both parties agreed that the Tenants will compensate the Landlord the sum of $52.50 in full satisfaction of the Landlord's claim for compensation for damage to the bedroom

doorframe. Accordingly, under section 64.2 of the Act, I issue a payment order to the Landlord for $52.50.

As the parties have reached a settlement of this matter, I make no factual findings about the merits of this claim.

Issues to be Decided

- Are either party entitled to the requested compensation?
- Is the Landlord entitled to retain the Tenants' security deposit, or are the Tenants entitled to its return?
- Are either party entitled to recover the filing fees for their Applications?

Background and Evidence

The parties were given an opportunity to present evidence and make submissions. I have reviewed all written and oral evidence provided to me by the parties, however, only the evidence relevant to the issues in dispute will be referenced in this Decision.

The parties agreed that the tenancy began on August 17, 2013. The parties signed a written agreement providing for monthly rent of $1,300.00 due on the first day of the month. A security deposit of $650.00 was paid by the Tenants to the Landlord on August 17, 2013, which the Landlord still holds. Over the years, the parties signed further written tenancy agreements, the most recent one in September 2023. Rent was increased through the written agreements, and though the latest one provides for monthly rent of $1,850.00, it was agreed that the Tenants were only obligated to pay $1,500.00 per month. The tenancy ended on July 31, 2025, though the Tenants vacated the rental unit earlier in the month on July 19.

The Landlord's claims

The Landlord stated that the stovetop was unclean when the Tenants vacated and required chemicals to remove the dirt. The Landlord provided photographs of the stovetop which they affirmed were taken on July 19 or 20. The end of tenancy condition inspection report in the section related to the stove/stovetop indicates "need to further clean" with initials from each party next to it. The Landlord claims $75.00, plus tax, based on 1.5 hours of cleaning they did not submit a receipt or invoice for.

It was alleged that the Tenants used the kitchen tap, which was replaced in 2017, in a negligent manner, causing it to break down and become loose. The Landlord testified they had purchased a high quality product with a lifetime warranty and when they were notified of the fault during the tenancy, the Tenants did not provide the part number so that it could be replaced under warranty.

The Landlord affirmed that they had the tap replaced by a contractor. A “Renovation / Remodeling Agreement” which outline costs of $550.00 for replacing the kitchen tap, removing the garburator and installing a wooden board in the cabinet. The Landlord confirmed they drafted the document themselves and that the contractor had invoiced them separately, though the invoice was not provided as evidence.

The Landlord testified that a mirror on a sliding door had broken during the tenancy, and they asked the Tenants to reinstall it. This did not happen, and the door was left with only the brackets that previously held the mirror in place. The Landlord asserted that the movement of the brackets when the door opened caused scratches. The Landlord seeks to recover the cost of filling the holes made to install the brackets, repaint the door and install a new mirror. The amount sought it $390.00 and is based on text messages from their contractor, which were not provided as evidence.

The Landlord seeks cleaning costs, taking the position that the rental unit was unclean with grease on surfaces when the Tenants vacated. The end of tenancy condition inspection report does not record any areas being dirty as, according to the Landlord, they were not checking for cleanliness at this stage. They took videos on or around July 25, which they argued showed an unreasonable lack of cleanliness. They also referred to the Tenants’ photographic evidence and argued that the images were taken from a distant perspective, so would not show an accurate level of cleanliness. Per the Landlord, the costs were outlined in an invoice not submitted as evidence, along with the stovetop cleaning costs.

At the end of tenancy, the Tenants had painted over a section of wall the hallway with a different colour. The walls were finished in neutral, white paint before the tenancy began, and the Tenants repainted with yellow paint that did not match the rest of the wall. Photographs of the wall were provided as evidence. The costs claimed are outlined in the renovation contract.

The Landlord seeks the cost of replacing doorknobs on three of the bedroom doors. At the end of tenancy, the doorknobs were rusted, per the Landlord. It was argued by the

Landlord that the doorknobs should last 15 to 30 years. Images of the doorknobs were provided as evidence, and the associated costs were mentioned in the renovation contract.

In the downstairs hallway, the runner in the doorway leading to the next room was cracked and the Tenants had seemingly applied filler to remedy this. The runner was installed around 15 years ago. Whilst the runner is not specifically mentioned in the start of tenancy condition inspection report, the Landlord noted that the trims and doors are recorded as being in good condition. The runner is not referred to in the end of tenancy condition inspection report.

The Landlord's claims, not including the one regarding the doorframe which the parties settled on their own terms, are summarized as follows:

Claim	**Amount**
Stovetop cleaning	$75.00
Replacement tap	$450.00
Sliding door and mirror	$390.00
Cleaning	$200.00
Painting	$120.00
Doorknobs	$150.00
Doorway runner	$150.00
Tax on the above	$76.75
Total	**$1,611.75**

The Tenants' response to the Landlord's claims

It was acknowledged there were some burn marks on the stovetop, but the Tenants indicated they cleaned it to the best of their abilities. Further, the Tenants argued the condition of the stove was ordinary given it was in use for 12 years.

The Tenants indicated they reported the issues with the kitchen tap to the Landlord in September 2023 and May 2024 and the Landlord told them to check on YouTube for a solution, but they were unable to find a fix. The issue was that the tap would not fully shut off unless the mechanism was placed in a very particular position. The Tenants disputed using the tap in a negligent manner and took the position the component was not of good quality.

The Tenants testified that there were no mirrors on the sliding door at the start of the tenancy, but there were already holes in the door so that one may be installed. They had asked the Landlord if a mirror could be put in, which they agreed to. The mirror was installed by the Tenants, but was purchased at the Landlord's expense. The Tenants provided records of an email exchange between the parties from September 2014 where the issue was discussed. The mirror fell from the door and broke around five years ago when the Tenants were not home and has not been replaced.

The Tenants indicated they did a thorough job cleaning the rental unit from their perspective and there were no signs of dirt when they vacated, as shown in their photographs. They also argued the Landlord's videos were taken quite some time after they vacated.

It was undisputed that the Tenants repainted the hallway wall yellow at the end of the tenancy, but it was argued that the Landlord pressured them to do this after noticing fingerprints on the walls. The Tenants indicated the Landlord had asked them to paint "here and there" but there had been no discussion about what colour.

The Tenants affirmed the doorknobs were already rusted when the tenancy began and questioned how they would have had an impact on the rust forming. They argued that there were no holes or other damage to the doorknobs that would indicate misuse and underscored that they had been in use for at least 12 years.

It was the Tenants' position that the doorway runner was dented when the tenancy started, was not replaced during the 12-year tenancy, and had cracked gradually over time. The runner was filled in with an adhesive bond by the Tenants 2 or 3 days before the end of tenancy inspection.

The Tenants' claims

The Tenants seek to recover the cost of two sets of blinds from the Landlord. The Tenants affirmed that at the start of the tenancy, there was a verbal agreement made with the Landlord that if any blinds were replaced by the Tenants during the tenancy, the Landlord would reimburse them.

In July 2023, the Tenants bought a new set of blinds for the residential property and incurred $272.41 in costs. A copy of the receipt was provided as evidence.

The Tenants stated that they requested payment from the Landlord, but did not receive it. No records of the written request were provided as evidence.

At the end of the tenancy, the Landlord told the Tenants that the blinds they had purchased were not the right specification, and they would have to be replaced again. The Tenants then spent a further $169.06 on a second set of blinds and seek to recover these costs too.

The Tenants also claim costs for replacing the door of the refrigerator at the end of the tenancy, and the bathroom tap in September 2023.

The Tenants' claims are summarized as follows:

Item	**Amount**
Blind purchased in 2023	$272.41
Blind purchased in 2025	$169.06
Bathroom tap	$41.42
Refrigerator handle	$42.29
Total	**$525.18**

The Landlord's response to the Tenants' claims

The Landlord affirmed that they replaced blinds in the rental unit in 2013 and 2018. They felt the Tenants were not taking care of them, so told the Tenants they must ensure the blinds still functioned by the end of the tenancy. The Landlord denied there was any agreement for reimbursement of any kind and stated the Tenants replaced items when they broke them.

Claims regarding the security deposit

It was agreed that one of the Tenants attended the start of tenancy inspection of the rental unit and that a condition inspection report had been prepared and given to the Tenants.

One of the Tenants was present throughout the end of tenancy inspection, the report was prepared, and the Tenant initialled each comment, but they denied providing their signature in section Z 2, alleging this was fraudulently added by the Landlord. The Landlord denied they had added the Tenant's signature. It was agreed that the Landlord

provided the Tenants with a copy of the end of tenancy report on July 21, 2025. It was also agreed that the Tenants gave their forwarding address in writing on the end of tenancy report.

Analysis

Rule 6.6 of the Residential Tenancy Branch *Rules of Procedure* states that the standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

Section 7 of the Act provides the basis of claims for compensation relating to breaches of the Act or a tenancy agreement. Section 7(1) states that if a landlord or tenant does not comply with the Act, the Regulation, or the tenancy agreement, the non-complying party must compensate the other for damage or loss that results. Section 7(2) of the Act also requires the claiming party to take reasonable steps to minimize their loss.

In order to be successful in their claim, the applicant must prove on a balance of probabilities that the respondent breached the Act, Regulation, or tenancy agreement, that this breach caused the applicant to incur a loss, and that they took reasonable steps to mitigate this loss.

As set out in Policy Guideline 16 - *Compensation for Damage or Loss*, a party seeking compensation should present compelling evidence of the value of the damage or loss in question. For example, if a landlord is claiming for carpet cleaning, a receipt from the carpet cleaning company should be provided in evidence.

The Landlord's claims

Stovetop cleaning - $75.00

Section 37(2)(a) of the Act requires tenants to leave the rental unit reasonably clean when they vacate. The standard of cleaning imposed by the Act is one of reasonableness and not one of perfection.

I find that the Landlord's photographic evidence shows noticeable residue on the front two hobs on the stovetop. The end of tenancy condition inspection report, initialled by one of the Tenants, indicates further cleaning is needed. The Tenants' own testimony

also acknowledged there were burn marks on the stovetop. From this I find that the Tenants failed to leave the stovetop reasonably clean when they vacated. I acknowledge the Tenants' argument that the stove was in use for a long period, but I find that the residue shown in the images would have reasonably been avoided with regular cleaning over time.

Whilst I find the Landlord has established a breach on the part of the Tenants as a starting point for this claim, I find there was insufficient evidence to establish the basis for the amount sought. There was no record of the claimed amount of $75.00, plus tax, being paid by the Landlord, nor were there any records of receipts or invoices provided. In these circumstances, I find nominal damages of $25.00 appropriate, and I issue a payment order in the Landlord's favour accordingly.

Replacement tap - $450.00

Section 32(2) of the Act states that a tenant must repair damage to the rental unit caused by the actions or neglect of the tenant, or a person permitted on the residential property by the tenant.

Additionally, section 37(2) of the Act establishes that when a tenant vacates a rental unit, they must leave the rental unit undamaged except for reasonable wear and tear. 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.

It was undisputed that there was a fault with the kitchen tap by the end of the tenancy. The end of tenancy condition inspection report also appears to indicate "need a new tap paid plumbing". However, I found insufficient evidence to indicate the Tenants were responsible for the malfunctioning tap. The Tenants denied using it in a negligent manner, as alleged by the Landlord, who I found had not compelling evidence to support their allegations.

It was also undisputed that the Tenants had reported the issue during the tenancy. I do not find the Tenants alleged failure to provide a part number to the Landlord – which was denied by the Tenants in any case – would constitute a breach on the Tenants part, and it would be reasonable to expect this information was in the Landlord's grasp, as the purchaser of the tap in the first place.

Based on the above, I dismiss the claim without leave to reapply.

Sliding door and mirror - $390.00

On this issue, I find the Tenants' evidence to be more reliable and compelling than the Landlord's. I find the record of the email exchange from September 2014 regarding the mirror lends significant support to the notion there was no mirror on the sliding door at the start of the tenancy, but the Landlord agreed for one to be installed on the sliding door. The Landlord is seen to raise concerns about holes being made from a second mirror elsewhere in the residential property, but takes no issues regarding the sliding door. It was undisputed that the mirror was purchased by the Landlord, and installed by the Tenants, but fell off the door around five years ago and has not been replaced.

From the above I find it more likely than not that the Tenants did not make the holes in the sliding door to install the mirror. I find insufficient evidence to indicate the Tenants should be held responsible for the alleged scratches to the door either. The scope and nature of these scratches was not clearly set out in the Landlord's evidence in any case. The amount claimed here was also unsupported by written evidence. Why the Tenants ought to be responsible for painting the door was also beyond me, since the evidence indicates the door was unpainted throughout the tenancy.

However, I find the Tenants should be responsible for replacing the mirror, which broke when it fell off the door. Accepting the Tenants' testimony on this issue, I find it more likely than not that the cause of this was defective installation on their part, or overly aggressive use of the door. I find it appropriate to issue the Landlord a payment order for $25.00 for this claim.

Cleaning - $200.00

I have already set out the provisions of section 37 of the Act regarding cleaning, so shall not repeat them again.

I find the end of tenancy condition inspection report records no mention of dirt or requirements for further cleaning, except for the stovetop. As set out in section 21 of the Regulation, a condition inspection report is evidence of the state of repair and condition of the rental unit on the date of the inspection, unless either the landlord or the tenant has a preponderance of evidence to the contrary.

I give little evidentiary weight to the Landlord's video evidence. This footage was taken approximately a week after the Tenants vacated, and I find is not indicative of an unreasonable level of cleanliness. In the footage, I find heavy focus is given to a noticeable, but not particularly significant build up of residue on cleaning cloths, but the starting condition of the cloths and the source of the dirt is not clear.

From the evidence before me, I find the Landlord has failed to establish the Tenants breached section 37 of the Act regarding the overall cleanliness of the rental unit, aside from the stovetop which has already been addressed. The amount claimed was also unsupported by written evidence. For these reasons, I dismiss the claim without leave to reapply.

Painting - $120.00

It was undisputed that the rental unit had not been painted since before the tenancy began in August 2013. It was also undisputed that the Tenants had painted over a section of previously neutral, white section of the hallway with a yellow paint. Though the Tenants took the position that they were asked to do this by the Landlord, I find this implausible as there is a clear and marked difference between the colours, and there appears to be no evidence provided by the Tenants to support their position.

In these circumstances I find the Landlord has established the Tenants made changes to the rental unit without permission. I also find that it more likely than not that the paint finish in the rental unit had exceeded its useful life in any case. As set out in Policy Guideline 40 - *Useful Life of Building Elements*, an interior paint finish is expected to last 6 years. The Landlord did not provide compelling evidence to indicate the paint finish would be expected to last longer than this.

Whilst the rental unit was clearly due for repainting in any case, I find it foreseeable that the Tenants' addition of an additional coat of paint in the hallway of a different colour that does not match the rest of the area would add to repainting costs, either through having to strip away the affected area or adding additional coats. I am not willing to grant the full $120.00 claimed and find $40.00 in nominal damages appropriate.

Doorknobs - $150.00

Whilst the end of tenancy condition inspection report records "need new door knob" for each of the bedrooms, I find insufficient evidence to support the notion their

replacement was brought about through any act or omission by the Tenants. The images provided by the Landlord appear to show the metallic finish of the doorknobs has been tarnished, though I find nothing aside from speculation on the Landlord's part indicates this was through misuse of any kind. I find it more likely than not that any change in the appearance of the doorknobs came about through wear and tear and would not justify their replacement in any case. I dismiss this claim without leave to reapply.

Doorway runner - $150.00

I find there are issues with the Landlord's claim here. It was undisputed that the condition of the runner was not noted in the end of tenancy condition inspection report. As such, there was no opportunity for the Tenants to raise any issues or comments regarding its end of tenancy condition during the inspection. It had also been in use for around 15 years, and I find the condition as depicted in the Landlord's evidence is in keeping with reasonable wear and tear which the Tenants are not responsible for.

Given the above, I find the Landlord has failed to establish the Tenants damaged the runner in contravention of the Act. I also find the amount sought is excessive and supported only by the Landlord's agreement with their contractor which, perhaps unconventionally, they drafted themselves and does not give any kind of breakdown of how the purported $150.00 costs were allocated i.e. on labour, replacement components etc. The claim is dismissed without leave to reapply.

Summary

The payment order in the Landlord's favour is summarized as follows:

Item	**Amount**
Doorframe (through settlement)	$52.50
Stovetop cleaning	$25.00
Sliding door and mirror	$25.00
Painting	$40.00
Total	**$142.50**

The Tenants' claims

I have already outlined tenant's obligations regarding the state of a residential property as outlined in sections 32 and 37 of the Act. Section 32(1) of the Act establishes a landlord's obligation to repair and maintain and states that a landlord must provide and maintain residential property in a state of decoration and repair that:

- Complies with the health, safety and housing standards required by law; and
- Having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

The Tenants claim the reimbursement of two sets of blinds, a bathroom tap, and a refrigerator handle. Having considered the Tenants' claims, I find none have sufficient merit to succeed.

I find insufficient evidence to indicate there was a verbal agreement in place regarding the reimbursement of the costs for both sets of blinds. The Landlord disputed the notion there was such an agreement in place with testimony I found to be plausible. No written evidence was provided which supported the notion there was the agreement in place as alleged by the Tenants, and what the precise terms of the purported agreement were. Additionally, nothing before me indicated that the Tenants' replacement of the blinds was brought about through a breach of the Landlord's obligations to repair and maintain under section 32(1) of the Act.

Similarly, I find the Tenants have failed to establish the costs relating to the bathroom tap and the refrigerator handle were incurred due to a breach on the Landlord's part. Whilst the Tenants' written evidence indicates a copy of the receipt for the bathroom tap was sent to the Landlord, who is seen to thank them for the update, there is no record of the accompanying message from the Tenants to provide further context or reasons for the receipt being sent.

Based on the above, I find the Tenants have failed to establish their claims for compensation under section 67 of the Act, which I dismiss without leave to reapply.

Claims regarding the security deposit

Section 38(1) of the Act requires a landlord to either repay the security deposit to the tenant or make an application for dispute resolution claiming against the security

deposit within fifteen days of the tenancy ending and receiving the tenant's forwarding address in writing, which ever is later.

Section 38(6) of the Act states that if a landlord does not take either of the courses of action set out in section 38(1) of the Act, the landlord may not make a claim against the security deposit and must pay the tenant double the amount of the security deposit.

I find the tenancy ended on July 31, 2025 and the Tenants provided their forwarding address in writing to the Landlord on July 19 on the end of tenancy condition inspection report. The Landlord submitted their Application on August 2. Given this, the Landlord has applied within the fifteen-day timeframe set out in section 38(1) of the Act.

The Tenants made the serious allegation against the Landlord that the Tenant's signature on the end of tenancy condition inspection report was forged, though it was undisputed that the Tenant had initialled the end of tenancy comments throughout the report. The Landlord denied forging the Tenant's signature.

Overall, I find insufficient evidence to substantiate the Tenants' claims of fraud, nor do I find either party extinguished their rights relating to the security deposit under sections 24 or 36 of the Act. Additionally, the doubling provisions of the Act do not apply here.

As I have made a payment order in favour of the Landlord, as outlined previously in this Decision, I authorize the Landlord to retain $142.50 from the Tenants' security deposit, plus interest, in partial satisfaction of the payment order under section 72(2)(b) of the Act.

Per section 4 of the Regulation, interest on security deposits is calculated at 4.5% below the prime lending rate. The amount of interest owing on the security deposit was calculated as $35.89 using the Residential Tenancy Branch interest calculator using today's date.

Since the Tenants have not extinguished their right to the return of the security deposit, and as the Landlord has no valid reason to hold the remaining amount over the payment order as outlined above, I order the Landlord to return the remainder of the Tenants' security deposit and interest to them. A Monetary Order is issued to the Tenants accordingly.

Filing fees

Since the Landlord was largely unsuccessful in their claim, and the Tenants were entirely unsuccessful in theirs, I find neither party are entitled to recover the filing fees for their respective Applications. Both parties' claims under section 72(1) of the Act are dismissed without leave to reapply.

Conclusion

The Landlord may retain $142.50 from the Tenants' security deposit and must retain the remainder to the Tenants.

The Tenants are issued a Monetary Order. A copy of the Monetary Order is attached to this Decision and must be served on the Landlord. It is the Tenants' obligation to serve the Monetary Order on the Landlord. The Monetary Order is enforceable in the Provincial Court of British Columbia (Small Claims Court). The Order is summarized below.

Item	**Amount**
Return of security deposit, plus interest	$685.89
Less: Payment order in favour of the Landlord	($142.50)
Total	**$543.39**

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 24, 2025

Residential Tenancy Branch