

DECISION

In this decision, the terms “Tenant”, “Landlord”, and “Rental Unit” are defined terms; definitions for the foregoing terms are provided on the cover page of this decision.

This hearing was convened under the *Residential Tenancy Act* (The **Act**) in response to cross applications from the parties.

The Tenant filed their application on July 25, 2025. The Tenant seeks the following:

- 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 their application from the Landlord under section 72 of the *Act*.

The Landlord filed their application on August 25, 2025. The Landlord seeks the following:

- A Monetary Order for unpaid rent/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*.

Service of Records

- *Tenant's Proceeding Package*

The Tenant testified that on August 31, 2025, they mailed a copy of their application, the respondent instructions form, and the records that they had submitted to the Residential Tenancy Branch (the **Branch**) website on July 31, 2025, via Canada Post registered mail, to the Landlord.

The Tenant submitted a copy of a Canada Post Customer Receipt bearing a tracking number, a destination postal code, and a date. I have copied the associated tracking number on the cover page of this decision.

At the hearing, the Landlord acknowledged receipt of the Tenant's first package, containing the above records, sent to them by Canada Post registered mail. The Canada Post tracking portal shows that the above package was successfully delivered on August 5, 2025. Pursuant to the foregoing acknowledgement and evidence, I find that on August 5, 2025, the Tenant served their application, respondent instructions form and the bulk of their evidence to the Landlord, by registered mail, in accordance with sections 88 and 89(1) of the *Act*.

The Tenant submitted three videos for consideration. The Tenant testified that the videos were not included on a storage device for the Landlord. The Tenant testified that one of the videos was uploaded to YouTube.com and a link was sent to the Landlord for their review. The Landlord testified that they attempted to input the uniform resource locator provided by the Tenant into their browser, but they were unsuccessful.

The Tenant testified that the only video that they uploaded to YouTube was "video2025.mov". I excluded the other two videos from consideration for the Tenant's failure to serve the records as required by the *Act* and Rule 3.1 of the Branch's *Rules of Procedure*. I exclude "video2025.mov" for the following reasons. Rule 3.10.5 of the Branch's *Rules of Procedure* states that "[t]he format of digital evidence must be accessible to all parties." The Rule further dictates that:

Before the hearing or conference, a party providing digital evidence to the other party must confirm that the other party has playback equipment or is otherwise able to gain access to the evidence.

The Tenant did not provide evidence of compliance with the above rule and the Landlord testified that they could not access the address that the Tenant provided. Therefore, I find the Tenant failed to abide by Rule 3.10.5 and consideration of the record would be prejudicial to the Landlord.

On September 30, 2025, the Tenant submitted additional records to the Branch for consideration. The Tenant testified that those records were served to the Landlord in-person. The Landlord acknowledged receipt of the Tenant's second package, in person. Pursuant to the foregoing acknowledgement I find the Tenant served the Landlord with their second evidence package, person, in accordance with section 88(a) of the *Act*.

- *Landlord's Proceeding Package*

The Landlord testified that they served their Proceeding Package to the Tenant by Canada Post registered mail and by pre-agreed email. The Tenant testified that they received at least two registered packages and at least two emails from the Landlord.

The Landlord submitted a Canada Post Customer Receipt bearing a tracking number (which I have copied on the cover page of this decision) to prove service of their application. The Tenant acknowledged that they received the Landlord's registered package containing the Landlord's application on September 15, 2025. Pursuant to the

foregoing acknowledgment I find the Landlord served their application in accordance with section 89(1) of the *Act*.

The Landlord submitted approximately 254 pages of documents in response to the Tenant's application and approximately 208 pages of documents in support of their own claims. The foregoing pages were submitted under approximately 47 different files, without a central index, and unpaginated. Some of the submitted records appear entirely irrelevant to the matters at hand, including a copy of a filed Notice of Civil Claim, which was filed in the Supreme Court of British Columbia by the Landlord's counsel on September 23, 2021. The claim is between the Landlord and the incorporated municipality in which the Rental Unit is located in. The Landlord never referred to the foregoing record at the hearing.

The Tenant and the Landlord agreed that on October 4, 2025, and on October 9, 2025, the Landlord served the Tenant records, by pre-agreed email. Pursuant to the foregoing acknowledgement, I find the Landlord served the Tenant with documentary evidence, by pre-agreed email, in accordance with section 43 of the *Residential Tenancy Regulation*.

It is unclear based on the sheer volume of records submitted to the Branch, by the Landlord, and by the Landlord's failure to refer to specific file names at the hearing, which records were included in the above emails as attachments. It is also unclear to me what records were included in the Landlord's second registered package. However, the Tenant acknowledged receipt of a second registered package containing documentary evidence. Based on the foregoing acknowledgment of receipt I find, prior to the hearing, the Landlord served the Tenant with additional records in accordance with section 88(d) of the *Act*.

I shared with the Tenant the approximate number of pages that the Landlord submitted to the Branch for consideration and the Tenant acknowledged receipt of approximately the same number of pages. Based on the foregoing acknowledgement, the hearing proceeded.

I explained to both parties, in detail, that evidence submitted to the Branch must be presented by the party that submitted the record (in accordance with Rule 7.4 of the Branch's *Rules of Procedure*). The hearing then went ahead as scheduled.

Background and Evidence

I have reviewed and considered all the oral and documentary evidence before me that met the requirements of the Branch's *Rules of Procedure*, and to which I was referred. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

The parties agreed that:

- This tenancy started in December 2024.

- This tenancy ended on either April 13, 2025 (Landlord's testimony) or on April 14, 2025 (Tenant's testimony).
- This tenancy ended pursuant to a notice to end tenancy given to the Landlord by the Tenant.
- Monthly rent was \$1,450.00, due on the first day of every month.
- At the start of the tenancy the Tenant paid a \$600.00 security deposit and a \$250.00 pet deposit to the Landlord, which the Landlord was holding at the time of the hearing.
- On May 22, 2025, the Landlord received the Tenant's forwarding address, in writing, by pre-agreed email.
- The parties never completed a condition inspection report at the start of the tenancy (in contravention of section 23(4) of the *Act*).

The Tenant testified that on March 15, 2025, they authorized the Landlord to retain \$95.00 from their security deposit for "weather stripping" damage caused by their dog. The Landlord disputed the Tenant's testimony and testified that the parties never had such an agreement.

In their application, the Tenant is seeking \$1,572.98 from the Landlord. At the hearing, they explained that they arrived at the foregoing amount by doubling their security deposit and pet deposit, which they stated the Landlord owes to them in accordance with section 38(6) of the *Act*, for the Landlord's failure to comply with the timing provisions of section 38 of the *Act*, adding their \$100.00 filing fee, and deducting \$95.00 for a weather stripping damage and \$132.02 for utilities that they owe to the Landlord ($(\$850.00 * 2) + \$100.00 - \$95.00 - \132.02).

In their application, the Landlord is seeking \$1,997.02 from the Tenant. The Landlord did not submit a Monetary Order Worksheet to itemize their claim. In their application, they provided the following explanation:

The subtotal incurred expense to date to repair damages caused during [the JW] Tenancy is \$1,104.02 see para 29 Respondent Summary with attached receipt documents. The time for Heavy Duty Clean after Tenant Move Out is \$560.00 = 16-hours heavy clean @ \$35.00/hour see para 31 Respondent Summary. The incurred hydro expense \$132.02 remains unpaid. The incurred \$100 loss of dryer use credit to incoming tenant.

During and after the hearing I reviewed the above-identified "para 29" in the Landlord's "Respondent Summary". At the hearing, after considerable effort, I brought the Landlord's attention to the above record and provided the Landlord an opportunity to locate the document. Paragraph 29 of the Landlord's "Respondent Summary" document is copied below, verbatim:

29. The incurred expenses related to damage caused during [the JW] Tenancy are as follows:
 Cost of Dryer Repair (2021 GE Model) – \$530.67
 Cost of Dryer Loss of Use (reduced rent) for incoming Tenant - \$ 100.00
 Cost of Toilet Repair – Remove obstructions/reset - Tampon Sleeves/Pads - Robicheau – E- \$120.00
 Cost of Back Entry Door Repair – J. Robicheau - \$ 90.00 (Cash)

Cost of Exterior Light Frame bottom missing - Front entrance – Pair & Set - \$? (pending)
Cost of Ceramic Floor Grout Repair – (pending) \$?
Cost of cleaning Dog Feces piles and back yard area – Robicheau – E-\$50.00
Cost of Landfill Fees – abandoned furniture disposal - \$ 16.50
Cost of 2nd Toilet Repair – TraTech Mechanical – continued internal obstruction - \$ 196.85
Cost to Dispose Hazardous Paint Materials - \$? – Take to Town of Creston HM Roundup \$?
Subtotal Costed Damage - \$ 1,104.02

With respect to their \$530.67 dryer claim, the Landlord testified that:

Arbitrator: So the first item is cost of dryer repair. We're going to go through these one by one. And I'll give you a chance because you have the burden to prove the claims, [Landlord]. I'll ask you first, landlord, why are you making this claim? Explain to me why the tenant owes this amount. After I hear from you, I will go to [the Tenant] for their response. So first item under paragraph 29 is cost of dryer repair. Tell me about this.

Landlord: tell you. So the difficulty here, if I can say it that way, is there is, I guess, the nonsensical part of how we would come across a dryer problem. And it's just, it's difficult because, goodness, I've put it out. I've incurred this as an expense, but I am not there during the tenant damage. I am not there. So let me open on that point is that this is difficult. This is difficult to accuse people. And I am like I provide a proper [sigh] how can I say, an appliance as part of the interesting, sorry, I'm trying to be responsible. And what I'm getting, what I'm getting is your short patience, because what's going on here is there is a lot of damage caused by the Cavalier, right? Like the attitude. So what I'm hopeful for is to say, Yeah, this is not acceptable. And I revert to you. I don't even know what to say because I'm, I'm aghasted. And as my first ever tenancy landlord, I'm just I'm aghasted. And whatever goes.

After the above response, I asked the Landlord whether they have submitted an invoice in the claimed amount. The Landlord stated that they have. When I asked for the file associated with the invoice, the Landlord stated that they are “so tired of submissions with your RTB”. During the hearing I located an invoice in the Landlord’s records dated April 14, 2025. The technician’s report includes a statement about a broken “belt” and a “bearing replacement”. The report further states that parts need to be ordered.

The Landlord appeared to be testifying that on the last day of the tenancy they discovered the dryer damaged and that the Tenant had never informed them about any problems with the dryer.

At approximately the 01:13:40 mark of the hearing I asked the Landlord “and how did you discover that the belt, so you tried to use the dryer, and it wasn't functioning, is that correct?” To which the Landlord responded as follows:

Landlord: So after, right, at 8:30, whatever the time graph is on like the pictures, [sigh], [Tenant] avoided me. She deliberately avoided me. And that sucks because we actually, when I look at this, I felt like, you know, because of her, you know, career path, whatever, whatever. I am so

upset with her behavior. And it should resonate with her if this is my chance to talk is you could have done better. And I believe that [the Tenant] has a history, and it's unacceptable. I was just trying to provide, as a first landlord, the opportunity to say, yeah, you know, like I can do, you know, I can go forward. And it's disrespect. It's based on all the parameters that I've provided, like I've provided a summary and It's just gross. It's just gross what she does. And I want that to be noted. She is not an outstanding tenant.

I then interjected to remind the Landlord that the question was with respect to the dryer, to which the Landlord responded with:

Landlord: Yeah, and I'm okay to shut down. You do not get the opportunity to cut me off. I'm sorry.

Arbitrator: do you have anything to tell me regarding the dryer, yes or no.

Landlord: What?

Arbitrator: Do you have anything to tell me regarding this dryer claim or yes or no? You have to prove the claim. So I'm trying to bring you back [...]

Landlord: I have provided the dryer invoice. I'm going to have any difficulty with it. Yeah, it's just because I'm done with stupid. Sorry.

In response, the Tenant testified that the dryer was functioning when they ended their tenancy.

The second claim under paragraph 29 of the Landlord's statement is as follows: "Cost of Dryer Loss of Use (reduced rent) for incoming Tenant - \$ 100.00". I asked the Landlord "when did the new tenancy begin?" In response, the Landlord testified "Yeah, no, I'm not going there with you."

The Landlord then asked me to rely on their written statement.

At paragraph 30 of their statement, the Landlord outlined a \$132.02 claim for unpaid utilities. At the hearing, the Tenant agreed with this claim in full.

With respect to "abandoned furniture", the Tenant testified that they never abandoned any furniture in the unit, but they did leave some furniture inside the unit for an incoming tenant with the incoming tenant's and the Landlord's knowledge. The Landlord did not provide evidence of which specific furniture they had to dispose of and which the Tenant was responsible for. In response to the Tenant's submissions, the Landlord provided the following testimony:

Landlord: Yeah, that's not helpful. That is not helpful. I attempted five attempted, right? joint inspection requests. So you can rebuff me, but it is not helpful. That's all I have to say. I'm done with stupid. Sorry.

The Landlord submitted a toilet repair invoice, dated May 30, 2025. In the invoice, the technician stated that:

Toilet was blocked with turds. Used the toilet auger to remove the blockage. Noticed moisture underneath the toilet flange so pulled toilet. Wax seal looked really good but the wood is a bit rotten under flange and screws had pulled up. Put new larger screws in through flange and re set toilet with new wax ring. Didn't inspect pipes with camera.

The Tenant testified that they are unclear why they are responsible for a May 30, 2025, invoice when the tenancy ended nearly 45 days prior. The Landlord is seeking compensation for another "toilet repair". Paragraph 29 of their statement does not reference any dates, but it refers to a name, presumably the technician that completed the repairs, in the amount of \$120.00. After the hearing I found an e-transfer confirmation in the Landlord's records to someone with the same name, in the amount of \$120.00, dated April 15, 2025.

The Tenant testified that based on the Landlord's statement, it appears that the Landlord is alleging that they blocked the toilet with tampons, but they have not used any tampons during the duration of their tenancy, because they "had an ablation done in December of 2022, which makes it unnecessary for me to use pads or tampons".

Analysis

The standard of proof in a dispute resolution hearing at the Branch is the standard of "balance of probabilities", which means that it is more likely than not that the facts occurred as claimed. The party making the claim bears the strict burden to prove their claim on the foregoing standard.

When two parties to a dispute provide equally plausible accounts of events or circumstances related to a dispute, the party making the claim has the responsibility to provide evidence over and above their testimony to tip the balance in their favour.

Was the Landlord authorized to retain the Tenant's deposits and to make a claim against them?

Pursuant to sections 24 and 36 of the *Act*, landlords and tenants can extinguish their rights in relation to deposits if they do not comply with the *Act* and the *Regulation*. Further, section 38 of the *Act* sets out specific requirements for dealing with a deposit at the end of a tenancy

In this case it is not necessary to determine whether the Landlord extinguished their right in relation to the Tenant's security deposit during the tenancy, because extinguishment only relates to claims that are solely for damage to the rental unit and the Landlord has claimed for cleaning, which is not damage.

Section 38 of the *Act* sets out specific timing requirements for dealing with deposits at the end of a tenancy. Pursuant to section 38(1) of the *Act*, the Landlord had 15 days from the later of the end of the tenancy or the date the Landlord received the Tenant's forwarding address in writing to return the Tenant's deposits with interest, file a claim

against the deposits, or reach an agreement with the Tenant to keep some or all the deposit.

The parties agreed that in their tenancy agreement they authorized their counterparty to serve them records by email. On page one of the parties' tenancy agreement, signed by the Tenant on December 10, 2024, and by the Landlord on December 12, 2024, I can see both parties' email addresses provided as addresses for service of records for the purposes of the *Act*. The Landlord agreed that they received the Tenant's forwarding address, by pre-agreed email, on May 22, 2025. The Tenant submitted a copy of the foregoing email into evidence. I find the Tenant served the Landlord with their forwarding address, in writing, on May 22, 2025, by pre-agreed email, in accordance with section 88(j) of the *Act* and section 43 of the *Residential Tenancy Regulation*.

The Landlord had 15 days from May 22, 2025, to return the Tenant's two deposits, with interest, file a claim against them seeking the director's authorization to retain the Tenant's deposits and interest, or come to an agreement with the Tenant, in writing.

Oddly, the Tenant testified that the parties had a partial agreement, but the Landlord testified that they never did. I find, based on the Landlord's testimony, that the parties never had an agreement, in writing, that the Landlord may retain any portion of the Tenant's deposits.

The parties agreed that the Landlord did not return the two deposits, with interest, or a portion of the two deposits.

The Landlord filed a claim against both deposits on August 25, 2025, after the 15-day statutory deadline had passed (the 15th day after May 22, 2025, was June 6, 2025).

I find the Landlord breached section 38(1) of the *Act*. Section 38(6) of the *Act* states that if a landlord does not comply with subsection (1), the landlord may not make a claim against the security deposit or any pet damage deposit and must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable.

I find, pursuant to section 38(6) of the *Act*, due to the Landlord's non-compliance with the timing provisions of section 38(1) of the *Act*, the Landlord must pay the Tenant double their two deposits, in the amount of \$1,700.00. However, in their application and during the hearing the Tenant testified that they have reduced their claim by \$95.00, because their dog damaged weatherstripping. I cannot locate this claim in the Landlord's list of damaged items, notwithstanding the fact that the Landlord testified the parties never reached any partial agreements regarding weather stripping. However, the Tenant has reduced their claim by \$95.00. Therefore, in granting the Tenant's application I will reduce their award by \$95.00.

In their statement the Landlord provided the following payment dates for the two deposits totalling \$850.00:

- \$800.00 paid by the Tenant to the Landlord on December 22, 2024.
- \$200.00 paid by the Tenant to the Landlord on December 23, 2024, \$50.00 of which was allocated to the remainder of the Tenant's two deposits.

From December 22, 2024, to November 3, 2025 (the date of this decision), \$6.98 in interest accrued on the Tenant's \$800.00 payment.

From December 23, 2024, to November 3, 2025, \$0.43 in interest accrued on the Tenant's \$50.00 payment.

Therefore, the Landlord is holding \$1,707.41 in trust for the Tenant. At the "Conclusion" section of this decision, I will set off any awards to the Landlord against the Tenant's deposits, and I will also account for the \$95.00 reduction of the Tenant's claim. A final settlement of my orders will be provided at the "Conclusion" section of this decision.

As the Tenant was successful in their claim for the return of their deposits, I find the Tenant is authorized to recover their \$100.00 filing fee from the Landlord, pursuant to section 72 of the *Act*.

Has the Landlord established a claim for cleaning fees, damages, and unpaid utilities?

Section 7 of the *Act* states that if a party does not comply with the *Act*, the *Regulations* or the tenancy agreement, the non-complying party must compensate the other party for damage or loss that results and that the party who claims compensation must minimize the losses.

Section 37 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 give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

Section 67 of the *Act* allows a monetary order to be awarded for damage or loss when a party does not comply with the *Act*. The purpose of compensation is to put the person who suffered the damage or loss in the same position as if the damage or loss had not occurred.

Branch's Policy Guideline 16 outlines the criteria to be applied when determining whether compensation for a breach of the *Act* or the tenancy agreement is due. It states that the applicant must prove that (1) the respondent failed to comply with the *Act*, the *Residential Tenancy Regulation*, or the tenancy agreement; (2) the applicant suffered a loss resulting from the respondent's noncompliance; (3) the applicant proves the amount of the loss; and (4) that they reasonably minimized the losses suffered.

The Landlord has the strict burden to prove their claims against the Tenant. The Tenant testified that they agree with the Landlord's \$132.02 utility claim. Pursuant to section 67 of the *Act*, I award the Landlord \$132.02 for unpaid utilities.

The balance of the Landlord's claims is dismissed, without leave to reapply, for the reasons that follow.

With respect to the dryer claim, the Landlord failed to prove that the Tenant contravened the *Act*, the *Residential Tenancy Regulation*, or the parties' tenancy agreement. The Landlord's responses, some of which were copied in the previous section of my decision, were at times confused and wholly irrelevant. With respect to the dryer, the Landlord did not explain what the Tenant did wrong. Damage in itself is not *prima facie* proof of a contravention of the *Act*. It is entirely plausible that an appliance may fail during a tenancy at no fault of the individual that is residing in the unit. The submitted invoice appears to be in relation to a broken "belt" and damaged "bearing". This is wholly insufficient for finding that the Tenant either deliberately or negligently damaged the dryer. There is no statement from a technician citing misuse. This claim is dismissed for all the foregoing reasons.

The claim for a "rent reduction" for the incoming tenant is denied because I cannot associate the failure of the machine to any contravention by the Tenant. Further, at the hearing, when I asked when the new tenant started their tenancy, the Landlord testified "Yeah, no, I'm not going there with you." I find I have insufficient evidence of a \$100.00 rent loss because the Landlord did not provide sufficient testimony or direction of such a loss. Further, even if the loss was incurred, the Landlord will bear the loss because they failed to prove a contravention in relation to the failed appliance.

The second toilet repair claim is dismissed, without leave to reapply, because the Tenant had ceased occupation of the unit for over 1.5 months. Based on the Landlord's written statements, it appears that a new tenant was residing in the unit. I find the Landlord failed to prove a loss associated with the Tenant. The Landlord failed to prove that the Tenant clogged the toilet with tampons in relation to the first toilet repair claim. As with the rest of their claims, the Landlord failed to provide oral testimony and the sole record they referred to is an e-transfer to an individual, purportedly the person that cleared a clog. I cannot see any diagnosis or description of work performed. It is unclear to me on what basis I can make the finding that the Tenant clogged the toilet with tampons, because the evidence was neither provided orally, in the form of testimony by a technician, nor in writing, in the form of a hearsay record by the technician that completed the purported repair. The Tenant testified that they do not use tampons.

Several claims under paragraph 29 of the Landlord's statement are marked as "pending" with question mark symbols for the dollar value of the claim. They do not refer to any estimates/invoices. These claims are all dismissed, without leave to reapply, because the Landlord failed to prove the amount or extent of their loss. The Landlord also failed to prove a contravention by the Tenant in relation to these claims, because they failed to provide oral testimony in relation to these claims.

The Landlord did not provide evidence of the items that they purportedly disposed of. In their statement the claim is in relation to “abandoned furniture disposal”. The Tenant testified that they did not abandon any items other than those items that they left for the incoming tenant with consultation with the incoming tenant and the Landlord. The \$16.50 claim is dismissed, without leave to reapply, because the Landlord did not explain what item(s) were disposed and why the cost of the disposal must be borne by the Tenant. In addition, after the hearing I reviewed the associated invoice. The invoice is dated May 20, 2025, and it does not include details of the items disposed of. The tenancy ended well over a month prior. The Landlord failed to prove a loss associated with the Tenant.

The Landlord did not provide oral testimony regarding a cash payment of \$90.00 to an individual named JR, for a “back entry door repair”, as alleged in their statement. This claim is dismissed, due to lack of evidence. I find the Landlord failed to prove the amount or extent of the purported loss or damages which could be associated with a contravention of the *Act*, tenancy agreement, or the *Residential Tenancy Regulation* by the Tenant. JR was never called as a witness.

The Landlord did not provide evidence of a \$50.00 loss associated with the “Cost of cleaning dog feces piles and back yard area”. In the Landlord’s documents I can see a \$50.00 e-transfer to someone named JR, dated April 17, 2025. The Landlord did not provide any oral testimony regarding this payment, what it was for, the date of the alleged work, and they did not refer me to any hearsay statements from JR themselves. I find the Landlord failed to prove a damage or a loss that could be associated to the Tenant. Even if the Tenant’s dog had defecated in the backyard, there is no evidence before me, either orally from the Landlord or in writing from JR, about what the e-transfer was for. This claim is dismissed, without leave to reapply.

In their written statement, I located the following additional claim from the Landlord:

Beyond preceding repair descriptions and stated values, there is a time component of 16-hours spanning April 14th and 15th 2025 to repair, clean and sanitize rental premises making rental premises fit for Tenant Occupancy for the afternoon of April 15, 2025. Assuming industry labor rate of \$35 per hour, move out cleaning costs have a value of \$560.00.

The above claim is dismissed, without leave to reapply, because the Landlord did not provide evidence of what they repaired, cleaned, and sanitized for 16 hours from April 14, 2025, to April 15, 2025. I find the Landlord failed to prove the extent of their loss, if any. For this reason alone, I would dismiss their claim, in the amount of \$560.00. After the hearing I reviewed the pictures submitted by the Landlord. I find the Rental Unit was left in a reasonably clean state. Section 37 of the *Act* does not demand perfection, but reasonable cleanliness. The Landlord did not refer me to any specific items in the pictures that they submitted. I fail to see a contravention of section 37 of the *Act* based on the pictures submitted. However, even if I am wholly wrong in the foregoing analysis, and one or more pictures submitted by the Landlord are evidence of a contravention of the reasonable cleanliness provisions of the *Act*, the claim for 16 hours is entirely

unsubstantiated, as the Landlord neither explained what they did for 16 hours nor is there an invoice for this amount from a third-party associated with the \$560.00 claim.

Is the Landlord entitled to their filing fee?

The filing fee is a discretionary award issued by an arbitrator, pursuant to section 72 of the *Act*, usually after a hearing is held and the applicant is successful on the merits of their application. The Landlord withheld the Tenant's security deposit and pet deposit in contravention of the timing provisions of the *Act* and filed a claim against both, late, when they were not authorized to do so. The bulk of the Landlord's application was dismissed, without leave to reapply. Consequently, I dismiss the Landlord's claim for the return of their filing fee.

Conclusion and Set Off

The Landlord contravened section 38(1) of the *Act* by failing to file their application within 15 days from the date the Tenant provided their forwarding address, by pre-agreed email, to the Landlord. I grant the Tenant a Monetary Order in the amount **\$1,580.39** under the following terms:

Monetary Issue	Granted Amount
Security deposit and pet deposit, doubled, paid to the Landlord on December 22, 2024, and on December 23, 2024.	\$1,700.00
Plus: interest accrued on \$850.00 from the above dates (calculations provided in the body of this decision)	\$7.41
Less: Tenant's voluntary reduction of their claim by \$95.00.	-\$95.00
Less: utilities to the Landlord in accordance with section 67 of the <i>Act</i> .	-\$132.02
Plus: filing fee to the Tenant, pursuant to section 72 of the <i>Act</i> .	\$100.00
Landlord's claims for cleaning, damages and filing fee.	\$0.00
Total Amount	\$1,580.39

The Tenant is provided with the attached Monetary Order in the above terms, and the Landlord must be served with the Order as soon as possible. Should the Landlord fail to comply with the Order, the Order may be filed and enforced in the Provincial Court of British Columbia (Small Claims 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 *Residential Tenancy Act*.

Dated: November 3, 2025

Residential Tenancy Branch