



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Municipal Affairs

## DECISION

**Dispute Codes**      **MNDL-S, LRSD, FFL; MNSDB-DR, FFT**

### **Introduction**

This hearing dealt with an application by the Landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- A monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* (“*Regulation*”) or tenancy agreement pursuant to 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 pursuant to section 72 of the *Act*;
- An order requiring the Tenant to reimburse the Landlord for the filing fee pursuant to section 72.

This hearing dealt with an application by the Tenants under the *Residential Tenancy Act* (the *Act*) for the following:

- An order for the Landlord to return the security deposit pursuant to section 38;
- An order requiring the Landlord to reimburse the Tenant for the filing fee pursuant to section 72.

The Tenants attended (the Tenant).

The Landlord attended.

### **Service**

The Landlord's evidence included numerous documents and photographs. The Landlord also submitted duplicate copies of these photographs, which the Tenant stated they did not receive. The Landlord indicated that the duplicates were identical except they contained date stamps showing when the photographs were taken.

Except for the dated photo duplicates, the Tenant confirmed receipt of the Landlord's Proceeding Package and Evidence. I find that the Landlord served the Tenant in accordance with the requirements of the Act, except for the duplicate photographs. As these were not properly served, I have excluded them from consideration in this decision.

The Landlord acknowledged receipt of the Tenant's Proceeding Package and Evidence. I find the Tenant served the Landlord in compliance with the Act.

### **Issue(s) to be Decided**

1. Is the Tenant entitled to the return of the security deposit and reimbursement of the filing fee?
2. Is the Landlord entitled to a Monetary Order for compensation for damages and loss of rent, authorization to keep the security deposit, and reimbursement of the filing fee?

### **Background and Evidence**

The parties provided extensive and conflicting testimony regarding the issues in dispute. While I have reviewed all the evidence submitted, not every detail is referenced in this decision. I have focused on the evidence that is most relevant and probative in determining the matters before me.

### *Tenancy*

The parties agreed this tenancy began on February 15, 2022 and ended on August 1, 2025. Rent was \$2,400.00.

### *Security deposit*

The parties agreed that the Tenant provided a security deposit of \$1,150.00 and a pet deposit of \$575.00 (total of \$1,725.00), which the Landlord continues to hold without the Tenant's authorization.

According to the Residential Tenancy Branch (RTB) Deposit Interest Calculator, interest of \$95.61 has accrued on these deposits pursuant to section 4 of the *Residential Tenancy Regulation* for a total of \$1,820.61 held by the Landlord.

### *Condition Inspection Report*

The parties agreed they did not sign a condition inspection report on moving in or moving out and no signed reports were submitted as evidence.

### *Forwarding address*

The parties agreed the Tenant provided their forwarding address on August 15, 2025 to the Landlord.

### *Landlord's Claims*

The Landlord claimed that the unit was damaged and required cleaning and repairs following the Tenant's departure. In support of this claim, the Landlord submitted receipts and sought compensation for the following items:

	<b>ITEM</b>	<b>AMOUNT</b>
1.	Garburator	\$296.80
2.	Cleaning (general cleaning \$336.00 and cleaning blinds \$292.95)	\$628.95
3.	Repairs	\$200.00
	<b>TOTAL</b>	<b>\$1,125.75</b>

The Tenant claimed the Landlord is not entitled to any compensation as they left the unit in reasonably clean condition and undamaged except for reasonable wear and tear. They did a walk through at the end of the tenancy and the Landlord did not note any deficiencies in the condition of the unit. They requested the return of their deposits.

### **Analysis**

Pursuant to Rule of Procedure 6.6, 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 the case is on the person making the claim.

When two parties provide equally plausible accounts of events or circumstances related to a dispute, the party making the claim bears the burden of providing evidence, beyond their own testimony, to prove that claim.

To be awarded compensation for a breach of the Act, a landlord must establish on a balance of probabilities that:

- the tenant failed to comply with the Act, the regulations, or the tenancy agreement;
- a loss or damage resulted from that failure;

- the amount or value of the loss or damage; and
- the landlord took reasonable steps to mitigate the loss or damage.

Under section 32(3) of the Act, a tenant is responsible for repairing damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or any person permitted on the residential property by the tenant.

1. *Deposit – Is the Tenant entitled to the Return of the Deposits?*

I accept the uncontested testimony that the parties did not complete or sign a condition inspection report at the beginning or end of the tenancy. The tenancy ended on August 1, 2025. The Landlord received the Tenant's forwarding address in writing on August 15, 2025, retained the deposits without the Tenant's authorization, and filed an application for dispute resolution on the same date.

Under section 38(1) of the *Residential Tenancy Act*, a landlord must, within 15 days after the later of (a) the date the tenancy ends, and (b) the date the landlord receives the tenant's forwarding address in writing, either return the deposit(s) with accrued interest or file an application for dispute resolution to claim against them.

Section 23(4) of the Act requires landlords to complete a condition inspection report at the start of the tenancy in accordance with the *Residential Tenancy Regulation*. Section 35(1) of the Act requires landlords to inspect the condition of the rental unit with the tenant at the end of the tenancy, and for both parties to sign the completed condition inspection report.

Pursuant to sections 24(2)(c) and 36(2)(a) of the Act, a landlord's right to claim against a security deposit or pet damage deposit for damage to residential property is extinguished if the required condition inspection reports are not completed. As the Landlord did not complete a condition inspection report at either the beginning or end of the tenancy, the right to claim against the deposits has been extinguished.

In accordance with section 38(6)(b) of the Act, where a landlord's right to claim against a deposit has been extinguished and the deposit is not returned within the timeframe set out in section 38(1), the landlord must pay the tenant double the amount of the deposit.

Policy Guideline 17 provides that an arbitrator must order the return of the deposit or balance of the deposit, whether or not the tenant has applied for dispute resolution for its return. It further states that unless the tenant has specifically waived the doubling of the deposit, the arbitrator must order the return of double the deposit if the landlord has claimed against it after the right to do so has been extinguished.

The parties agreed that the Tenant paid a security deposit of \$1,150.00 and a pet deposit of \$575.00, for a total of \$1,725.00. The interest accrued on the deposits, as calculated using the Residential Tenancy Branch's online deposit interest calculator, is \$95.61.

The Tenant has not authorized the Landlord to retain the deposits and has not waived the doubling of the deposits. Under these circumstances, and in accordance with section 38(6)(b) of the Act, I find that the Tenant is entitled to the return of double the deposits and accrued interest, for a total award of **\$3,595.61** calculated as follows:

ITEM	AMOUNT
Deposits	\$1,750.00
Deposits doubled	\$1,750.00
Interest	\$95.61
<b>TOTAL</b>	<b>\$3,595.61</b>

I will now consider the Landlord's claims against the Tenant for compensation for the garburator and cleaning/repair expenses.

2. *Is the Landlord entitled to a Monetary Order for compensation for damages?*

*Garburator*

The Landlord claimed the replacement cost of the garburator and submitted a receipt in support of the claimed amount. The Landlord stated that the garburator was new in 2017, making it approximately eight years old at the end of the tenancy in 2025. According to the Landlord, the appliance was in good working condition at the start of the tenancy and required replacement following the Tenant's departure. The malfunction was not noted at the time of move-out, no condition inspection report was completed, and the Landlord discovered the issue after the tenancy had ended.

The Tenant testified that the garburator never functioned during the tenancy and that they did not report the issue, as they composted their organic waste and did not use the appliance.

Under the *Residential Tenancy Act*, landlords are responsible for regular repairs and maintenance of rental unit fixtures, including garburators, which are typically considered part of the plumbing system. Tenants are responsible for damage caused by neglect or misuse, but not for reasonable wear and tear. These responsibilities are outlined in Residential Tenancy Branch Policy Guideline 1: *Landlord & Tenant – Responsibility for Residential Premises*.

The Landlord did not provide any explanation for the garburator's failure and assumed the Tenant was responsible, without submitting supporting evidence.

I find that the Landlord was responsible for maintaining the garburator in good working condition. There is no evidence before me to suggest that the Tenant caused the malfunction through improper use. I accept the Tenant's testimony that they did not use the garburator and find no evidence of neglect or negligence.

Accordingly, I find that the Landlord has not met the burden of proof with respect to this claim. The claim is dismissed without leave to reapply.

*Cleaning and Repairs*

The Landlord claimed compensation for cleaning and repairs and submitted receipts in support of the claimed expenses. The Landlord stated that the need for cleaning and repairs was discovered after the Tenant had vacated the unit and acknowledged that no deficiencies were pointed out during the walk through at the end of the tenancy. No condition inspection report was completed at the end of the tenancy.

The Tenant testified that they left the unit in a reasonably clean and undamaged condition, subject only to reasonable wear and tear, and denied that the Landlord was entitled to any compensation.

I have reviewed the Landlord's evidence in support of the claim. The Landlord did not provide sufficient documentation to substantiate the full amount claimed, such as condition inspection reports at the beginning and end of the tenancy. In the absence of such reports, it is difficult to attribute responsibility to the Tenant for the condition of the unit, particularly where only nominal cleaning and minor repairs appear to have been required.

Nominal damages may be awarded where there is insufficient evidence to support the full amount claimed, but some loss or inconvenience has nonetheless been established. In this case, the submitted photographs and receipts provide limited evidence that some cleaning and minor repairs were necessary.

Having considered the evidence, I find it appropriate to award the Landlord **\$400.00** in nominal damages under this heading.

Accordingly, I award the Landlord **\$400.00** for cleaning and repairs.

*Filing fee*

As the Tenant has been primarily successful in their application, I find it appropriate to award the Tenant **\$100.00** as reimbursement for the dispute

resolution filing fee. I dismiss the Landlord's claim for reimbursement of the filing fee without leave to reapply.

*Summary of Award*

ITEM	AMOUNT
Award to Tenant - return of deposits	\$3,595.61
Award to Tenant - filing fee	\$100.00
(Less award to Landlord)	(\$400.00)
<b>Award to Tenant</b>	<b>\$3,295.61</b>

I grant a Monetary Order to the Tenant in the amount of **\$3,295.61**.

**Conclusion**

I grant the Tenant a Monetary Order in the amount of **\$3,295.61**. The Tenant is provided with this Order in the above terms and the Landlord(s) must be served with **this Order** as soon as possible.

Should the Landlord(s) fail to comply with this Order, this Order may be filed and enforced in the Provincial Court of British Columbia (Small Claims Court) if equal to or less than \$35,000.00. Monetary Orders that are more than \$35,000.00 must be filed and enforced in the Supreme Court of British Columbia.

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: November 3, 2025

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Residential Tenancy Branch