



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 unpaid rent, a Monetary Order for damage to the rental unit, to retain the security deposit, and to recover the fee for filing an Application for Dispute Resolution.

The Tenant filed an Application for Dispute Resolution in which the Tenant applied for the return of double the security deposit.

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)

RD stated that the Landlord's Application for Dispute Resolution and Proceeding Package was sent to RP, by email, on August 30, 2025, in accordance with the Residential Tenancy Branch Substitute Service Order. RP acknowledged receipt of these documents. I therefore find these documents were served in accordance with section 89 of the Act.

RD stated that the Landlord's Application for Dispute Resolution and Proceeding Package was sent to JS, by registered mail, on August 24, 2025. The Landlord submitted evidence from Canada Post that corroborates this testimony. I therefore find that these documents were properly served to the JS, in accordance with section 89 of the Act.

RP stated that the Proceeding Package was not received by JS, who was unable to retrieve the registered mail due to illness. RP stated that they made JS aware of the proceedings, and they are representing JS at the proceedings. On the basis of this testimony, I find the Proceeding Package was sufficiently served to JS, pursuant to section 71(2) of the Act, and the hearing proceeded in the absence of JS.

RP stated that the Tenant's Application for Dispute Resolution and Proceeding Package was sent to JD, by email, on August 31, 2025. The Tenant submitted no documentary evidence that corroborates this testimony. RP and RD agree that the parties did not previously agree, in writing, that documents could be exchanged by email. RD stated that these documents were not received by JD.

RP stated that the Tenant's Application for Dispute Resolution and Proceeding Package was sent to KD, by email, on August 31, 2025. The Tenant submitted no documentary evidence that corroborates this testimony. RD stated that these documents were not received by KD.

I find that the Tenant submitted insufficient evidence to establish that JD and KD were properly served with the Proceeding Package. In reaching this conclusion, I was heavily influenced by the absence of evidence, such as a copy of the email, which corroborates RP's testimony that it was sent by email, or which refutes RD's testimony that it was not received. I was further influenced by the undisputed evidence that the parties had not previously agreed, in writing, to exchange documents by email.

As the Tenant's Application for Dispute Resolution was not properly served to JD and KD, their Application for Dispute Resolution was dismissed, without leave to reapply. This decision does not unduly prejudice the Tenant, as the claim for double the return of the security deposit will be considered concurrently with the Landlord's Application for Dispute Resolution.

Service of Evidence

On August 20, 2025, the Landlord submitted evidence to the Residential Tenancy Branch. RD stated that this evidence was served to each Respondent with the Landlord's Proceeding Package. RP acknowledged receipt of this evidence, and it was accepted as evidence for these proceedings.

On August 25, 2025, the Tenant submitted evidence to the Residential Tenancy Branch. RP stated that this evidence was served to the Landlord, by email, on August 31, 2025. As RD acknowledged receipt of this evidence, it was accepted as evidence for these proceedings.

On September 04, 2025 and October 16, 2025, the Tenant submitted evidence to the Residential Tenancy Branch. RP stated that this evidence was served to the Landlord,

by email, on October 16, 2025. As RD acknowledged receipt of this evidence, it was accepted as evidence for these proceedings.

Issue(s) to be Decided

Is the Landlord entitled to compensation for damage to the unit, for cleaning the unit, and/or for unpaid rent?

Is the Tenant entitled to the return of double the security deposit or should the deposit be retained by the Landlord?

Is the Landlord entitled to recover the fee for filing an Application for Dispute Resolution?

Background and Evidence

The Landlord and the Tenant agree that:

- the tenancy began on **July 15, 2023**
- rent was due by the first day of each month
- at the end of the tenancy, the monthly rent was \$2,174.00
- the Tenant paid a security deposit **and pet damage deposit of \$2,150.00 on July 13, 2023 or July 14, 2023**
- a condition inspection report was completed at the beginning of the tenancy
- a condition inspection report was not completed at the end of the tenancy.

RD stated that the rental unit was vacated on August 05, 2025. RP stated that the rental unit was vacated on August 02, 2025, but the keys to the rental unit were returned to the Landlord on August 05, 2025.

RP stated that a forwarding address was provided, in writing, to JD on August 02, 2025, who threw it on the ground. RD is not aware of that interaction.

RP stated that the forwarding address was provided to RD, by Facebook Messenger, on July 28, 2025. RD denies this submission.

RD stated that RP provide a forwarding address to RD, by Facebook Messenger, on August 05, 2025. RD denies this submission.

The Landlord and the Tenant agree that the parties agreed to meet on August 03, 2025 at noon, for the purposes of completing a final condition inspection report.

RD stated that JD attended the unit to complete the final inspection on August 03, 2025 at noon , however the Tenant was not present. RP stated that the Tenant

was present at this time, but was not finished cleaning the unit, so the inspection was delayed.

RD stated that the Landlord attempted to schedule another time for the inspection, via messenger, on August 04, 2025 at noon. RD stated that the Landlord did not attend the unit at noon on August 04, 2025, because the Tenant did not respond to the message sent.

RP stated that the Tenant attempted to schedule another time for the inspection, via messenger, on August 04, 2025 at noon. RP stated that the Tenant was in the unit on August 04, 2025, but the Landlord did not attend.

The Landlord submitted a copy of the final inspection report, which the Landlord completed on August 05, 2025, in the absence of the Tenant.

The Landlord is seeking \$350.65 in unpaid rent, which is pro-rated rent for the first 5 days of August of 2025. RP agrees no rent was paid for August of 2025.

The Landlord is seeking compensation of \$478.67 to repair a door, baseboard, and walls that the Landlord alleges were damaged during the tenancy.

The Landlord is seeking compensation, in the amount of \$473.07, for materials used to replace the damaged door. The Landlord submitted a photograph of the damaged door.

The Landlord submitted an order summary, which indicates it will cost \$151.06 to purchase a new door. The Landlord submitted receipts (\$293.02 plus \$28.99) for painting supplies, which were used to paint the door and baseboards.

RP stated that the door was damaged when the Tenant was moving.

The Landlord is seeking \$5.00 for supplies used to repair walls/baseboards that were damaged during the tenancy. The Landlord submitted a photograph of the damage.

Supplies used to repair the door were also used to repair the wall. In addition, the Landlord incurred an additional cost of \$5.00 for painter's tape, used to repair the wall/baseboard.

RD stated that the walls/baseboards damage was not present at the start of the tenancy.

RP stated that they are not sure if that area of the baseboard/wall was damaged at the start of the tenancy.

The Landlord is also claiming compensation for time spent repairing damage and cleaning the unit. RD declared that the Landlord spent approximately 10 hours replacing the door and repairing the wall/baseboard.

The Landlord is seeking compensation for removing personal property that the Tenant had moved from the rental unit onto the side of the street. The Landlord submitted a photograph of the property and an invoice, in the amount of \$633.15, for removing the property. The Landlord submits that they were told by the City that they would be subject to a fine if the Landlord had not disposed of the property immediately.

RP stated that they contacted the City and was advised that they would pick up property left on the curb because of RP's disability status.

The Landlord is seeking compensation for cleaning the unit, which includes \$13.99 for supplies and time spent cleaning. RD described the nature of the cleaning required. RD stated that the Landlord did not submit photographs to show the unit needed cleaning.

RP stated that the rental unit did not need cleaning at the end of the tenancy. RP stated that the Tenant submitted a video that shows the rental unit did not require cleaning, which I was unable to view.

Analysis

I favor RD's testimony that the rental unit was vacated on August 05, 2025, over RP's testimony that it was vacated on August 02, 2025. I favored RD's testimony because it was consistent throughout. Conversely, RP's testimony was that they could not complete the final condition inspection report on August 03, 2025, as they were not finished cleaning.

Based on the undisputed evidence that the Tenant did not return the keys to the unit until August 05, 2025, I find the Tenant must pay rent for the first 5 days of August. Per diem rent for August of 2025 was \$70.13. I therefore find the Tenant must pay the Landlord \$350.65 in rent for August of 2025, pursuant to section 26 of the Act.

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 find that the Tenant failed to comply with section 37(2) of the Act when the Tenant failed to repair a door that was damaged during the tenancy. I therefore find that the Landlord is entitled to compensation for materials used to replace the door, in the amount of \$473.07.

I find that the Tenant failed to comply with section 37(2) of the Act when the Tenant failed to repair the wall/baseboard that was damaged during the tenancy. I find RD's

testimony that the wall/baseboard was not damaged at the end of the tenancy is more reliable than RP's testimony, as RD was certain and RP was not certain.

I therefore find that the Landlord is entitled to compensation for \$5.00, for purchasing painter's tape for this repair. Although there were other costs associate to this repair, the Landlord was granted compensation for those costs in conjunction with the door repair.

I find the Landlord is entitled to compensation of \$250.00 for the 10 hours they spent replacing the door and repairing the baseboard/wall. I find \$25.00 is a reasonable hourly wage for labor of this nature.

Based on the undisputed evidence, I find that the Tenant left a large amount of personal property at the curb at the end of the tenancy. As this property was not left in the rental unit or on the Landlord's property, I cannot conclude that the Tenant breached the Act when they left the property on city property.

I find there is no documentary evidence before me to support the Landlord's submission that they would have faced "potential fines" if the Landlord had not removed the property. While it is entirely possible a fine might be imposed for leaving personal property at the curb, there is no evidence to establish the Landlord would have been fined. I find it entirely possible that the Tenant would have been fined, if the Landlord informed the city that the property had been left by the Tenant.

As the Landlord has failed to establish that the Tenant breached the Act by leaving personal property at the curb, the claim for removing the property is dismissed, without leave to reapply.

I find that the Landlord failed to establish that the rental unit was not left in reasonably clean condition at the end of the tenancy, as is required by section 37 of the Act. In reaching this conclusion, I was heavily influenced by the absence of evidence, such as photographs, that corroborate RD's testimony that cleaning was required or that refutes RP's testimony that cleaning was not required.

As the Landlord has submitted insufficient evidenced to establish the unit was not left in reasonably clean condition, the claim for cleaning was dismissed, without leave to reapply.

Although the Landlord submitted a condition inspection report completed by the Landlord at the end of the tenancy, that report was not completed in the presence of the Tenant and it merely establishes that the Landlord believes cleaning was required. In the absence of photographs, I am unable to decide if the unit was left in reasonably clean condition.

Section 21 of the *Residential Tenancy Regulation* stipulates that a condition inspection report completed that completed in accordance with the *Regulation* is evidence of the state of repair and condition of the rental unit or residential property on the date of the inspection, unless either the landlord or the tenant has a preponderance of evidence to the contrary.

I find that the final condition inspection report was not completed in accordance with the *Regulation*, because the Landlord did not propose a second opportunity for the final inspection on the approved form, as is required by section 7(b) of the *Regulation*. As such, I did not afford the final inspection report the evidentiary weight established by section 21 of the *Regulation*.

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.

As I have concluded that this tenancy ended on August 05, 2025, I find that the Landlord had until August 20, 2025 to either return the deposits or file an Application for Dispute Resolution. Residential Tenancy Branch records show the Landlord filed their Application for Dispute Resolution on August 20, 2025. I therefore find that the Landlord complied with section 38(1) of the *Act*.

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 comply with section 38(1) of the *Act*, the doubling provision of section 38(6) does not apply.

I find the Landlord's Application for Dispute Resolution has some merit, and that the Landlord is entitled to recover the fee for filing it.

Conclusion

The Landlord has established a monetary claim, in the amount of \$1,142.72, which includes \$350.65 in rent for August of 2025, \$692.07 for damage to the door/wall/baseboard, and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution. Pursuant to section 72(2) of the *Act*, I authorize the Landlord to retain \$1,142.72 from the Tenant's security/pet damage deposit in full satisfaction of this monetary claim.

As the Landlord has not established the right to retain all the Tenant's security/pet damage deposit, I find the Landlord must returning the remaining \$1,007.28 of the deposits, plus interest of \$96.32.

Based on these determinations I grant the Tenant a Monetary Order for \$1,103.60. In the event the Landlord does not voluntarily comply with this Order, it may be served on the Landlord, 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: November 06, 2025

Residential Tenancy Branch