



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Introduction

This hearing was convened in response to cross applications.

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

The Landlord filed an Application for Dispute Resolution in which the Landlord applied for compensation for cleaning costs and damage to the unit; to retain security deposit; and to recover the fee for filing this Application for Dispute Resolution.

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

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

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

LB stated that the Tenant's Application for Dispute Resolution and Proceeding Package was posted on the Landlord's door on September 29, 2025. HK acknowledged that these documents were received. As the Landlord acknowledged receipt of these documents, I find they were sufficiently served, pursuant to section 71(2) of the Act.

HK stated that the Landlord's Application for Dispute Resolution and Proceeding Package was sent to a previously agreed upon email address on August 29, 2025. LB stated that the Tenant did not previously agree to exchange documents by email, however the Tenant received the Proceeding Package that was emailed on August 29, 2025. As LB acknowledged receipt of these documents, I find they were sufficiently served, pursuant to section 71(2) of the Act.

Service of Evidence

On August 26, 2025, the Landlord submitted evidence to the Residential Tenancy Branch. HK stated that this evidence was served to the Tenant with the Proceeding Package.

LB stated that when the Tenant forwarded the Proceeding Package to LB, the Tenant did not include any evidence that may have been provided to the Tenant by the Landlord. LB acknowledged that it is possible this evidence was received by the Tenant and not forwarded to LB.

With the Proof of Service, the Landlord submitted a copy of the email sent to the Tenant on August 29, 2025. It indicates some documents were attached to the email; however it does not indicate the evidence submitted on August 26, 2025 was attached. I therefore find that the Landlord has submitted insufficient evidence to establish that this evidence was served to the Tenant, and it was not accepted as evidence for these proceedings.

In September of 2025, the Tenant submitted evidence to the Residential Tenancy Branch. LB stated that this evidence was served to the Landlord with the Proceeding Package. HK acknowledged receipt of this evidence, and it was accepted as evidence for these proceedings.

On October 29, 2025, the Landlord submitted evidence to the Residential Tenancy Branch. HK stated that this evidence was posted on the door of the Tenant's current residence on October 29, 2025. LB acknowledged receipt of this evidence, and it was accepted as evidence for these proceedings.

Issue(s) to be Decided

Is the Landlord entitled to compensation for cleaning the unit or for damage to the unit?

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

Is the Landlord entitled to compensation for the cost of filing an Application for Dispute Resolution?

Background and Evidence

The Landlord and the Agent for the Tenant agree that:

- the tenancy began on April 01, 2025
- a security deposit of \$525.00 was paid
- this tenancy ended on June 16, 2025
- the Tenant did not authorize the Landlord to retain any portion of the security deposit
- the Landlord did not return any portion of the security deposit.

LB stated that the security deposit was paid on March 18, 2025. HK stated that it was paid in the middle of March of 2025.

HK stated that the Tenant provided a forwarding address, in writing, on August 11, 2025, by sending it to a previously agreed upon email address. LB stated that it was posted on the Landlord's door in the middle of August of 2025.

The Landlord is seeking compensation for cleaning the rental unit. In support of this claim, HK stated that:

- they are claiming \$80.00 in compensation for the 2 hours the Landlord spent cleaning the unit
- the Landlord submitted photographs of the Tenant's room, which were taken on August 16, 2025
- the photographs represent the condition of the room at the end of the tenancy.

In response to the claim for cleaning, LB stated that:

- the Tenant is aware the Landlord is claiming compensation for cleaning
- LB did not see the room at the end of the tenancy, so they do not know if the Landlord's photographs fairly represent the condition of the room at the end of the tenancy
- LB showed the Landlord's photographs to the Tenant, and the Tenant could not tell if they were photographs of the Tenant's room
- the Tenant told LB the room was left in clean condition, although no evidence from the Tenant was submitted
- the manager told LB the room left in clean condition, although no evidence from the manager was submitted.

The Landlord is seeking compensation for damaging a door in the rental unit. In support of this claim, HK stated that:

- the bedroom door of another occupant who shared the common living space with the Tenant was damaged
- the Tenant told HK that they damaged the door
- the Tenant also damaged the latch to their bedroom door, for which the Landlord is not seeking compensation

- the photographs submitted by the Landlord show the hole in the bedroom door, for which the Landlord is seeking compensation
- the Landlord submitted a quote for installing the door, in the amount of \$318.00
- the Landlord submitted a copy of an on-line order for the door, dated August 29, 2025
- the door has been installed.

In response to the claim for replacing the door, LB stated that:

- the Tenant is aware the Landlord is claiming compensation for repairing the door
- the Tenant did damage a lock on a door on her own door, which the Tenant is willing to pay for
- the Tenant never advised LB of a hole in the neighbour's door
- there were 8 other occupants living in this shared accommodation, and it is possible they are responsible for the damaged door
- the on-line order summary for the door, dated October 29, 2025, indicates the door is not available until November 12-19 of 2025, so it cannot have been installed.

In a letter dated June 29, 2025, the Landlord informed the Tenant they had damaged a neighbour's door. This letter was submitted in evidence by both parties.

Analysis

Based on the undisputed evidence, I find that the tenancy began on April 01, 2025 and that it ended on June 16, 2025.

Based on LB's testimony that the security deposit was paid on March 18, 2025. I find this is more reliable than HK's testimony who only know that it was paid in the middle of March of 2025.

Based on HK's testimony, I find that the Tenant provided a forwarding address, in writing, on August 11, 2025. I find this is more reliable than LB's testimony who only know that it was given in the middle of August of 2025.

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.

Based on HK's testimony and the photographic evidence that corroborates it, I find that the Tenant breached section 37 of the Act because the Tenant's room was not left in reasonably clean condition at the end of the tenancy.

In deciding this matter, I placed little weight on LB's testimony that when LB showed the Landlord's photographs to the Tenant, the Tenant could not tell if they were photographs of the Tenant's room. I find the Tenant's inability to recognize the room does not negate HK's testimony that they are photographs of the room.

In deciding this matter, I placed little weight on LB's testimony the Tenant told LB the room was left in clean condition. I find this hearsay evidence is of little value, as it relies on the Tenant's opinion of cleanliness and does not assist me in determining whether it was left in reasonably clean condition.

In deciding this matter, I placed little weight on LB's testimony that a manager told LB the room was left in clean condition. I find this hearsay evidence is of little value, as it relies on the manager's opinion of cleanliness and does not assist me in determining whether it was left in reasonably clean condition.

As the Tenant breached section 37 of the Act by failing to leave the room in reasonably clean condition, I find the Landlord is entitled to compensation of \$50.00 for the two

hours spent cleaning the unit. I find that \$25.00 per hour is reasonable compensation for labour of this nature.

On the basis of HK's testimony, the photograph of the damage, and in the absence of a denial from the Tenant, I find that the Tenant damaged a bedroom door in the residential complex and that the Tenant breached section 37 of the Act when they did not repair it.

I find that LB's testimony that the Tenant never advised LB of a hole in the neighbour's door is not sufficient to refute HK's testimony that the Tenant acknowledged causing the damage.

On the basis of the letter dated June 29, 2025, I find that the Landlord informed the Tenant they had damaged a neighbour's door. I therefore find that the Tenant knew, or should have known, that the Landlord was alleging the Tenant damaged the neighbour's door and that the Tenant should have denied the allegation if it were untrue.

As the Tenant breached section 37 of the Act by failing to repair the neighbour's door, I find the Landlord is entitled to compensation of \$318.00 for repairing the door. I find the quote provided establishes this is the cost of repairing the door.

I find that the on-line order summary for the door, dated October 29, 2025, establishes that the quote of \$193.00 for purchasing a door is reasonable. I place little weight on the summary which indicates the door will not be available until November 12-19 of 2025, as it does not refute HK's testimony that the door has been installed. I find HK's testimony that the door has been installed is supported by a different on-line order, dated August 29, 2025, which indicates a door was ordered on that date.

Regardless of whether the door has been replaced, the Landlord is entitled to compensation for replacing the door even if the Landlord chooses to do so later.

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 a forwarding address was received by the Landlord on August 11, 2025, I find that the Landlord had until August 26, 2025 to either return the security deposit or to file a claim against it.

Residential Tenancy Branch records show that the Landlord filed their Application for Dispute Resolution on August 26, 2025. I find that the Landlord filed their Application for Dispute Resolution in accordance with the timeline established by section 38(1) of the *Act*.

I find that the Landlord's Application for Dispute Resolution has merit and that the Landlord is entitled to recover the fee paid to file this Application.

Conclusion

The Landlord has established a monetary claim of \$468.00, which includes \$50.00 for cleaning, \$318.00 for replacing the door, and \$100.00 as compensation for the cost of filing this Application for Dispute Resolution, and I am issuing a monetary Order in that amount. Pursuant to section 72 of the Act, I authorize the Landlord to retain \$468.00 from the Tenant's security deposit, in full satisfaction of this monetary claim.

As the Landlord has not established a right to retain the full security deposit of \$525.00 plus interest of \$3.29, I find the Landlord must return the remaining \$60.29. I grant the Tenant a Monetary Order for \$60.29.

If the Landlord does not voluntarily comply with this Order, it may be 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 *Residential Tenancy Act*.

Dated: November 13, 2025

Residential Tenancy Branch