

DECISION

Introduction

This cross-application hearing dealt with the Landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- a Monetary Order for damage to the rental unit or common areas under sections 32 and 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

This cross-application hearing also dealt with the Tenant's Application for Dispute Resolution under the Act for:

- recovery of the security deposit from the Landlord under section 38 of the Act

Service of Notice of Dispute Resolution Proceeding (Proceeding Package) and Evidence

The Landlord testified that the Tenant was served with their Proceeding Package and Evidence via registered mail on August 27, 2025 to the forwarding address provided by the Tenant on August 18, 2025. The Landlord testified that the mailing was returned unclaimed. A registered mail receipt for the August 27, 2025 mailing was entered into evidence.

The Tenant confirmed that she provided the Landlord with a forwarding address on August 18, 2025. I find that under section 89(1)(d) the Landlord was permitted to serve the Tenant via registered mail to the forwarding address provided by the Tenant. I find that the Tenant was deemed served with the Landlord's Proceeding Package and evidence on August 30, 2025.

The Landlord testified that after the mailing was returned to sender, the Tenant was served with the Proceeding Package and evidence via e-mail in the first week of September 2025. The Tenant confirmed receipt of same but could not recall on what date. I find that the Tenant was sufficiently served, for the purposes of this Act in accordance with section 71 of the Act because receipt was confirmed.

The Tenant testified that they posted their Proceeding Package and evidence on the Landlord's door but could not recall on what date. No proof of service documents for same were entered into evidence. The Landlord testified that they did not receive the Tenant's Proceeding Package or evidence.

I find that the Tenant has not proved, on a balance of probabilities that the Landlord was served with served with the Proceeding Package or evidence as no proof of service documents showing same were entered into evidence and the Landlord denied receiving them. The Tenant is responsible for proving service of their documents on the Landlord in accordance with sections 88 and 89 of the Act. For failure to prove service, I dismiss the Tenant's Application for Dispute Resolution with leave to reapply. The Tenant's evidence is excluded from consideration as the Tenant failed to prove that it was served on the Landlord in accordance with section 88 of the Act.

Issues to be Decided

Is the Landlord entitled to a Monetary Order for damage to the rental unit or common areas?

Is the Landlord entitled to retain all or a portion of the Tenant's security deposit in partial satisfaction of the Monetary Order?

Is the Landlord entitled to recover the filing fee for this application from the Tenant?

Background and Evidence

I have reviewed all accepted and presented evidence, including the testimony of the parties, but will refer only to what I find relevant for my decision.

Evidence was provided showing that this tenancy began on May 1, 2020, with a monthly rent of \$1,000.00, due on the first day of the month. The Landlord testified that the Tenant paid a security deposit of \$450.00 on April 21, 2020. The Tenant testified that she paid the Landlord a security deposit of \$480.00 on April 21, 2020. The tenancy agreement entered into evidence and signed by both parties states that the security deposit is \$480.00. No other documentary evidence regarding the quantum of the security deposit was presented. Both parties agree that this tenancy ended in August of 2025, the parties did not agree on the exact date of move out.

Both parties agree that on August 18, 2025 the Tenant texted the Landlord a forwarding address. The August 18, 2025 text message was entered into evidence. The Landlord filed this Application for Dispute Resolution on August 23, 2025.

Both parties agree that the Landlord did not complete a move in or a move out condition inspection report. The Tenant testified that the Landlord did not ask them to complete a

move in condition inspection report or move out condition inspection report either verbally or in writing. The Landlord testified that they verbally asked the Tenant to complete a move out condition inspection report but the Tenant said no.

The Landlord testified that they are seeking \$250.00 for cleaning the rental unit because the Tenant left the blinds, fridge and stove dirty. The Landlord testified that the unit smelled of marijuana and was a big mess. The Landlord entered into evidence a receipt for cleaning in the amount of \$250.00 which states:

Basement Bachelor Suite. General clean up, washroom, kitchen, fridge, stove, hood fan, blinds and floor cleaning.

The Landlord entered into evidence a photograph of a dirty set of blinds. No other photographs entered into evidence show that the other areas noted on the receipt were dirty.

The Tenant testified that they cleaned the unit thoroughly with the help of others. The Tenant stated that the only area left unclean was under the sink, which contained rodent droppings due to an infestation. The Tenant denied smoking inside the unit and said they always smoked outside.

The Tenant's witness testified that they assisted with cleaning and confirmed that the Tenant did not smoke inside the unit. The witness stated that they saw rodent droppings and that the unit was cleaned beyond expectation.

The Landlord testified that they paid \$1,750.00 for repairs, including replacing a broken window, replacing blinds, filling holes, sanding, and repainting the unit. The Landlord is seeking to recover the \$1,750.00 from the Tenant. The Landlord stated that the walls were blackened and smelled of marijuana smoke, requiring two coats of paint and bleach treatment. The Landlord entered a handwritten estimate for the repairs which states:

Bachelor suite [rental address]

- Replace glass of window (take window to glass shop and put back)
- Replace broken blind with new
- Fill up all holes in walls/ sand and paint all walls including ceiling
- Clean up after paint job
- All material, labour, taxes included for \$1,750.00

The Landlord entered into evidence photographs of the unit in which the walls are shown to have some discoloration. The Landlord testified that rental property was brand new at the start of this tenancy and the blinds, window and walls were undamaged and the walls were freshly painted. The Landlord testified that at the end of the tenancy the window was cracked from the outside. The Landlord entered into evidence a

photograph of the cracked window. The Landlord did not submit any documentary evidence establishing the move in condition of the rental unit.

The Tenant testified that the blinds were already dirty and partially broken when they moved in. The Tenant stated that any holes were from small tacks used for pictures, not large nails. The Tenant denied smoking inside the unit and said the Landlord pressured them to paint before leaving, which they refused. The Tenant testified that the window crack was caused by the Landlord's former partner banging on the window from the outside while accusing the Tenant of having an affair with the Landlord.

The Tenant's witness testified that they observed the Landlord's former partner banging on the window during a video call. The witness confirmed that the Tenant did not smoke inside the unit and that the walls were not blackened from smoke.

The Tenant testified that the unit was not freshly painted at the start of the tenancy. They stated that the suite was "a bit messy" when they moved in and that they had to clean it themselves. The Tenant testified that the Landlord's claim that the unit was "brand new" and freshly painted was incorrect. The Tenant described the house as approximately 10–12 years old and said the walls were in reasonable condition but not newly painted at the start of this tenancy.

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.

When one party provides testimony of the events in one way, and the other party provides an equally probable but different explanation of the events, the party making the claim has not met the burden on a balance of probabilities and the claim fails.

Is the Landlord entitled to a Monetary Order for damage or compensation to the rental unit or common areas?

Section 37(2)(a) of the *Act* states that when tenants vacate a rental unit, the tenants must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

Based on the testimony of both parties and the photographs entered into evidence, I find that the Tenant did not adequately clean the blinds in the rental unit and left mouse poo under the sink. I find that this breached section 37(2)(a) of the *Act*. I find that the Tenant was not permitted to leave mouse poo, as this is not leaving the rental property reasonably clean. I note that even if the rental property was not clean on move in, the Tenant is obligated to leave it reasonably clean at the end of the tenancy.

I find that the Landlord has not proved that any other area of the rental property was left unclean as the Landlord failed to completed a move out condition inspection report in accordance with the Act and did not provide other evidence such as photographs showing that other areas were left unclean.

The landlord's receipt for cleaning does not break down the cost of cleaning each item, but presents a comprehensive sum for all cleaning listed. I find that the Landlord has not proved that they are entitled to recover the entire \$250.00 from the Tenant as the Landlord has proved that all areas listed on the receipt were left dirty.

Residential Tenancy Policy Guideline 16 states that nominal damages may be awarded where there has been no significant loss or no significant loss has been proven, but it has been proven that there has been an infraction of a legal right. I find that the Landlord has not proved the value of cleaning under the sink and the blinds but has proved that they were not cleaned contrary to section 37(2)(a) of the Act. I therefore award the Landlord nominal damages of \$50.00.

The parties provided conflicting testimony as to who broke the window. The Landlord testified that the Tenant broke it and the Tenant testified that the Landlord's ex-partner broke it. The Tenant's witness testified that she witnessed the Landlord's ex-partner banging on the glass. I find that no documentary evidence presented clarifies who broke the glass. As stated above, the burden of proof rests with the Landlord. I find that the Landlord has not proved, on a balance of probabilities, that the Tenant broke the glass. This claim is therefore dismissed, without leave to reapply.

The Landlord testified that the Tenant broke a blind. The Tenant testified that it was already broken at the start of this tenancy. The Landlord did not submit any documentary evidence establishing the move in condition of the blinds. I find that the Landlord has not proved, on a balance of probabilities, that the blinds were undamaged at the start of this tenancy. I find that the Landlord has not proved that the Tenant broke them. This claim is therefore dismissed without leave to reapply.

The Landlord testified that this rental unit was freshly painted at the start of this tenancy and that the walls required painting at the end of this tenancy due to the Tenant smoking in the unit and due to holes left in the walls by the Tenant. The Tenant testified that the walls were not freshly painted at the start of this tenancy and that she did not leave large holes in the walls at the end of this tenancy. The Landlord did not enter into evidence any photographs showing holes in the walls of the rental property. The Landlord did not enter into evidence any documents showing the move in condition of the walls or proving when the rental unit was last painted. I find that the Landlord has failed to prove the move in condition of the walls and has failed to prove that the walls were in a different condition on move out as compared to move in. The Landlord has therefore failed to prove that the Tenant damaged the walls. This claim is therefore dismissed without leave to reapply.

I also note that Residential Tenancy Policy Guideline #40 states that the useful life of interior paint is 6 years. I find that the Landlord has not proved that there was any useful life left on the paint in this unit at the end of this tenancy as the Landlord has not proved when the rental property was last painted.

In accordance with my above findings, the Landlord's claim for \$1,750.00 for repairs is dismissed, without leave to reapply.

Is the Landlord entitled to recover the filing fee for this application from the Tenant?

As the Landlord was successful in this application for dispute resolution, I find that Landlord is entitled to recover the \$100.00 filing fee from the Tenant under section 72 of the Act.

Is the Tenant entitled to retain all or a portion of the Tenant's security deposit?

Based on the testimony of both parties and the text message entered into evidence, I find that the Tenant provided the Landlord with their forwarding address on August 18, 2025 via text message. I find that the text message was sufficiently served for the purposes of the Act in accordance with section 71 of the Act as receipt was confirmed by the Landlord.

The Landlord claimed that the Tenant paid a security deposit of \$450.00 but has not provided any documentary evidence to refute the amount set out in the tenancy agreement. Based on the tenancy agreement entered into evidence, which was signed by both parties, I find, on a balance of probabilities, that the security deposit paid by the Tenant was \$480.00.

Section 38(1)(a) and section 38(1)(b) of the Act require the landlord to either return the tenant's security deposit or file for dispute resolution for authorization to retain the deposit, within 15 days after the later of the end of a tenancy and the tenant's provision of a forwarding address in writing. If that does not occur, the landlord is required to pay a monetary award, pursuant to section 38(6)(b) of the Act, equivalent to double the value of the security deposit.

I find that the landlord made an application for dispute resolution claiming against the security deposit pursuant to section 38(1)(a) and 38(1)(b) of the Act as the Landlord's application was made 5 days after receiving the Tenant's forwarding address.

As the Landlord was successful in this application, I find that the Landlord is entitled to retain \$150.00 from the Tenant's security deposit. I Order the Landlord to return the remaining \$330.00 plus accrued interest of \$26.75 to the Tenant. The total to be return to the Tenant is \$356.75. Interest was calculated from April 21, 2020 to the date of this Decision, November 12, 2025 using the RTB online interest calculator.

Conclusion

I grant the Tenant a Monetary Order in the amount of **\$356.75** for the return of the portion of the security deposit the Landlord is not entitled to retain plus accrued interest.

The Tenant is provided with this Order in the above terms and the Landlord must be served with **this Order** as soon as possible. Should the Landlord 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 12, 2025

Residential Tenancy Branch