



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 the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- authorization to retain the tenant's security and pet deposit in partial satisfaction of the monetary order requested, pursuant to section 38; and
- authorization to recover the filing fee for its application from the tenant, pursuant to section 72.

This hearing also dealt with the tenant's cross-application pursuant to the *Act* for:

- authorization to obtain a return of all or a portion of their security and pet deposit pursuant to section 38; and
- authorization to recover the filing fee for its application from the tenant, pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony and to make submissions. The parties acknowledged receipt of evidence submitted by the other. I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure; **however, I refer to only the relevant facts and issues in this decision.**

Issue to be Decided

Is the landlord entitled to a monetary award for damage arising out of this tenancy.

Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?

Is the landlord entitled to recover the filing fee for this application from the tenant?

Is the tenant entitled to a monetary award equivalent to the amount of his pet damage and security deposits as a result of the landlord's failure to comply with the provisions of section 38 of the *Act*?

Is the tenant entitled to recover the filing fee for this application from the landlord?

Background, Evidence

The landlord's testimony is as follows. The tenancy began on September 1, 2024 and ended on September 4, 2025. The tenants were obligated to pay \$4,000.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$2,000.00 security deposit and a \$2000.00 pet deposit. The Landlord testified that the Tenants left the furnished unit dirty and damaged at move out. The Landlord testified that the Tenants participated in the written condition at move in and move out and advised that they accepted responsibility for some of the Landlords claim but didn't provide a specific number until much later. The Landlord testified that he paid \$350.00 in cleaning as the Tenants left the unit dirty. The Landlord has provided estimated costs of \$4,600.94 for the remaining items such a paint and wall repair, replace damaged chair and desk and missing items such as dishes and cups. The Landlord requests to retain the two deposits and be granted a monetary order of the balance.

The Tenant testified that he tried to resolve the issue in good faith with the Landlord, but he was asking unreasonable amounts for what normal wear and tear is. The Tenant testified that the Tenants should be entitled to the return of double their deposits as the Landlord did not return the deposits within 15 days of the tenancy ending.

Analysis

While I have turned my mind to all the documentary evidence and the testimony of the parties, not all details of the respective submissions and arguments are reproduced here. The principal aspects of each party's claim and my findings around each are set out below.

I address the Landlords claim as follows.

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. **In order to claim for damage or loss under the Act, the party claiming the damage or loss bears the burden of proof.** The claimant

must provide **sufficient evidence of the following four factors**; the existence of the damage/loss, that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party, the applicant must also show that they followed section 7(2) of the *Act* by taking steps to mitigate or minimize the loss or damage being claimed, and that if that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

The Landlord only provided estimates for the majority of their claim. The Landlord was unable to provide specific information such as the age of the items or when the unit was last painted. As noted above, the party must satisfy **all four** factors to be granted a monetary award. The Landlord advised that the unit has been re-rented without undergoing any of the repairs or replacement of items claimed. Based on the above, I find that the Landlord has not provided sufficient evidence of loss, or the specific amount of loss save and except for the cleaning of \$350.00.

The Landlord is entitled to \$350.00.

The Tenant submits that they are entitled to the return of double the deposits. The Tenant submits that the Landlord had the “defacto” email address as noted on the tenancy agreement. The Landlord submits that the Tenants used multiple email accounts for a variety of items such as payment of rent and communication. The Landlord testified that he made several attempts to obtain their forwarding address which went ignored until October 3, 2025 when the Tenant finally confirmed a specific email address as their forwarding address. The Landlord filed an application for dispute resolution three days later.

Section 38 of the *Act* addresses the issue as follows:

Section 38 (1) says that except as provided in subsection (3) or (4) (a), 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,

the landlord must do one of the following:

(c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;

(d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

The Tenant did not provide a forwarding address until October 3, 2025, the Landlord filed an application three days later. As a result, the double provision does not apply.

The Landlord holds the deposits equaling \$4,000.00 along with the accrued interest of \$68.80 = \$4,068.80. The Landlord is entitled to retain \$350.00 from the deposits in full satisfaction of their claim.

The Landlord is to return the remaining \$3,718.80 to the Tenants.

As neither party was fully successful in their claims, I decline to award either party the recovery of the filing fee.

Conclusion

I grant the Tenant an order under section 67 for the balance due of \$3,718.80. This order may be filed in the 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 10, 2025

Residential Tenancy Branch