

DECISION

Introduction

This 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 hearing dealt with the Tenant's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- a Monetary Order for the return of all or a portion of their security deposit under sections 38 and 67 of the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

C.V. attended the hearing for the Tenant.

C.N. and N.G. attended the hearing for the Landlord.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

While the Tenant denied receiving the Landlord's Proceeding Package, I find that the Landlord served the Tenant by email at an email address that the Tenant had previously provided for service purposes. In reaching this conclusion, I note that the Landlord provided a photo showing service of evidence to the email address that the Tenant had provided. I accept the Landlord's testimony that the proceeding package was served to this address as well. I find that Tenant was served with the Landlord's Proceeding Package in accordance with section 89(2) of the Act.

The Landlord confirmed receipt of the Tenant's Proceeding Package, and I find that Landlord was served with the Tenant's Proceeding Package in accordance with section 89(2) of the Act.

Service of Evidence

The Tenant acknowledged that they were served with the Landlord's evidence. I find that they were sufficiently served for the purposes of section 71 (2)(b) the Act.

The Landlord acknowledged that they were served with the Tenant's evidence. I find that they were sufficiently served for the purposes of section 71 (2)(b) 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 a security and/or pet damage deposit?

Is the Tenant entitled to the return of their security and/or pet damage deposit?

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

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

Background and Evidence

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

The Landlord has owned the townhouse since 2014. The Landlord had occupied the rental unit but moved out in November 2023. The rental unit was painted in January 2024 and remained vacant until it was occupied by the Tenant in May 2024.

The Tenant said that she did not participate in a move in inspection in person. Rather, the property manager shared a live video with her on May 10, 2024, and the Tenant took note of items and defects. This was because the Tenant was unable to be present at that time. The Tenant did attend the rental unit later that day and said she received a quick 5-minute tour from the property manager. The Tenant said this was merely a showing of the property and not an inspection.

Evidence was provided showing that this tenancy began on May 15, 2024, with a monthly rent of \$2,800.00, due on the 1st day of the month. The Tenant provided a security deposit in the amount of \$1,400.00, and a pet damage deposit in the amount of \$1,400.00, on April 17, 2024.

The tenancy ended on June 30, 2025.

The Tenant participated in a move out inspection with the Landlord's property manager. However, the Landlord said that the property manager did a very poor job with respect

to the move out inspection, and that the report that was completed failed to identify damages to the rental unit that went beyond wear and tear.

A witness for Landlord, JH, said that after the Tenant vacated he spent several hours inspecting the property and found a large number of deficiencies that were not identified in the move out inspection. He suggested that the property manager had been negligent and that they essentially concealed the amount of damage to the rental unit.

The Tenant refuted the Landlord's suggestion that the move out inspection was deficient, explaining that the property manager spent an hour and a half going through the rental unit and taking pictures. She added that she had spoken with the property manager on a bi-weekly basis approximately during her tenancy, identifying any concerns as they arose.

The Tenant also pointed out that JH had attended the property to perform a six-month inspection and that he did not bring any deficiencies to her attention, nor did he follow up with her afterward about anything.

The Tenants provided their forwarding address on July 1, 2025.

Landlords' Application

On July 14, 2025, the Landlord applied for dispute resolution, seeking compensation in relation to damage to the rental unit and authorization to retain the Tenant's security deposit.

Specifically, the Landlord sought compensation in relation to the following:

- Painting of Walls, Doors, and Ceilings
- Replacement of Blinds
- Replacement of Door
- Repair of Two Damaged Doors
- Plumber fees re Inspection of Washer connection
- Cleaning expenses
- Patio Cleaning expenses
- Replacement of Dishwasher rinse cap
- Replacement of Grease Filters
- Replacement of Front Door Weatherstripping
- Replacement of Washing Machine Gasket
- Replacement of Fridge Hinge Cover

Painting of Walls, Doors, and Ceilings

The Landlord claimed compensation in the amount of \$3,900.00 in relation to the painting of walls, doors, and ceilings.

The Landlord explained that they incurred expenses in relation to repainting walls, doors, and ceilings to fix poor patchwork and unauthorized painting. This was also intended to remove lingering cooking odours. The Landlord said that the Tenant painted without their permission and that their painters said this increased the repair cost as she had used the wrong colour.

The Landlord added that they had the rental unit painted in January 2024.

The Landlord said that section 15 of the tenancy stated that the “Tenant shall not cause any structural alterations”, and that painting and wallpapering could only be done with prior written consent.

The Tenant was insistent in her denial of this claim, saying that she did minimal painting, only touching up small holes with paint provided in garage. She noted that the paint cans were individually labeled for walls or doors and the paint clearly matched the colour of the walls. She said that in all instances she was painting white on white. She said that it has been her experience that when paint is left in a rental unit with labels as to its application, the Landlord has deliberately left the paint behind for the Tenant to apply as appropriate for minor wall remediation.

The Tenant emphasized that she only touched up as necessary, and that in a few places she could not complete this work as she ran out of paint. In those instances, she simply prepped the walls and got them ready for painting. She added there is one patch behind the door upstairs which was caused by the door handle and which she said was not her fault and was due to the Landlord’s failure to install a door stop.

The Tenant said that she patched, sanded, and painted only on spots where this was required, and explained that she had more than 20 years of house painting experience. She added that she worked in colour consultation in the paint department of a large retail store for six years.

Replacement of Blind

The Landlord claimed compensation in the amount of \$847.35 in relation to the replacement of a custom blind.

The Landlord explained that the blind was damaged and appeared to have been cut in half with the metal bar on the windowsill. The Landlord provided photos in support of their claim. The roller shade required a custom replacement. The Landlord added that the original blind was installed in 2020.

The Tenant disputed the claim, arguing that she did not cause the damage. She contended that the blinds deteriorated due to frequent rolling up and down. She explained that they had to be rolled up all the way in order to open the window. She said that the fabric for the blind was very thin and brittle and could not hold the heavy plate at the bottom, suggesting that the design of the blind itself to blame for its failure. She

said that the bottom portion came down in one piece and that she heard it happen. She contacted property manager immediately about this issue.

Replacement of Door; Repair of Two Damaged Doors

The Landlord claimed compensation in the amount of \$850.00 in relation to the replacement of one door, and the repair of two other damaged doors.

The Landlord explained that the pocket door had been poorly repaired with cardboard and tape. The bathroom door was off the hinges. The bedroom door had been cracked and subsequently painted over. The Landlord provided photos in support of their claim. The Landlord also provided a copy of an e-transfer receipt for \$250.00 which she said was the deposit she provided for this work. The balance was paid in cash.

The Tenant disputed the claims, arguing that with respect to the pocket door, she repaired a dent with filler and painted over it. She said that no cardboard was used.

Regarding the bathroom door, it came off the frame due to poor installation and simply had to be properly reinstalled with the correct size screws. The Tenant said that the frame was mdf board and that there was no damage to the door. She said this occurred one month before she moved out.

The Tenant agreed that the bedroom door was cracked on the face of the door as a result of removing a hook. She argued that this did not affect function of the door and that replacement was not justifiable. She added that the door did close correctly and this issue pre-existed her tenancy.

Plumber fees re Inspection of Washer connection

The Landlord claimed compensation in the amount of \$220.00 in relation to plumber fees incurred in relation to the inspection of a washer connection.

The Landlord explained that she observed that there was moisture damage to the baseboard and ceiling below the washer. For this reason, the Landlord had the washer hookup inspected by a plumber. It was determined that the damage was the result of spilled detergent. The Landlord provided photos in support of their claim. While the Landlord's invoice was for \$425.00, she said that she also had a new bathtub drain installed and that was why she was only seeking \$220.00.

The Tenant disputed the claim, arguing that she was not responsible for this damage. The Tenant never stored detergent on top of the washer and the pocket door limited access to detergent slot.

Cleaning expenses

The Landlord claimed compensation in the amount of \$567.00 in relation to cleaning expenses. The cleaning was performed by the Landlord herself and the amount claimed was based upon an estimate she received for this work from a cleaning company. The Landlord said that she cleaned for 10 hours.

The Landlord explained that the kitchen was greasy, appliances were not cleaned inside. The Landlord said there was food debris inside the dishwasher. There was food debris found behind the stove. The kitchen backsplash and floors were dirty. The Landlord provided photos in support of their claim.

The Tenant disputed the claim, arguing that she was diligent in her own cleaning and that she regularly cleaned the rental unit after any usage. Prior to vacating, the Tenant said she spent two or three days cleaning, and that this included washing the walls of the rental unit. The Tenant proposed that if there was discolouration on the kickboards, this was because there was no paint on them and she could clean off the discolouration.

The Tenant paid professional cleaners \$389.00, saying that she instructed them to do what they expected needed to be done in the circumstances of a move out. She noted that the cleaners she hired were recommended to her by the Landlord. She also noted that no deficiencies in this regard were identified by the property manager.

The Tenant added that she was unable to move heavy appliances to clean underneath. She added that it was unclear whether the debris under the appliances was pre-existing and she had not been shown under them prior to occupying the unit.

Patio Cleaning expenses

The Landlord claimed compensation in the amount of \$136.50 in relation to patio cleaning expenses.

The Landlord explained that she was seeking half of her costs with respect to power-washing the patio which included the removal of leaves, mildew, and rust stains. The Landlord provided photos in support of their claim. While the Landlord's receipt was for double the amount claimed, she was only seeking half of the cost because the company also did the front walkway.

The Tenant disputed the claim, arguing that she was not responsible for the presence of leaves and mildew resulted from moisture. She insisted that she was not responsible for the presence of any rust stains, adding that she had no BBQ, only raised pots which were on supportive devices to avoid staining. She said that no garbage was left behind, and noted the issues were not identified during the move-out inspection.

The Landlord insisted that the rust marks were not there previously.

Replacement of Dishwasher rinse cap

The Landlord claimed compensation in the amount of \$49.10 in relation to the replacement of a dishwasher rinse cap.

The Landlord explained that the dishwasher rinse cap had melted and needed to be replaced. The Landlord provided photos in support of their claim.

The Tenant disputed the claim, arguing that she never used the rinse compartment. She said that her actions were not responsible for this.

Replacement of Grease Filters

The Landlord claimed compensation in the amount of \$23.21 in relation to the replacement of grease filters above the stove.

The Landlord explained that the grease filters needed to be replaced as a result of a grease smell. The Landlord provided photos in support of their claim.

The Tenant disputed the claim, arguing that she washed and cleaned the filters before vacating and that there was no grease smell.

Replacement of Front Door Weatherstripping

The Landlord claimed compensation in the amount of \$24.28 in relation to the replacement of front door weatherstripping.

The Landlord explained that the front door weatherstripping was heavily damaged along one side. The Landlord proposed that this was the result of the actions of the Tenant's cat. The Landlord provided photos from before the tenancy in support of their claim, showing that the damage had occurred after the tenancy began. The Landlord also provided a copy of the receipt for their purchase of a replacement.

The Tenant disputed the claim, arguing that her cat stayed indoors and would only be let out into the backyard. She explained that her cat would not even go in the front yard as there were many other cats in the neighbourhood and her cat was afraid of them. Despite this, she said the other cats would come to her front door, presumably looking for her cat.

The Tenant added that sometimes her cat stayed in the garage and she deliberately made efforts to protect the stripping on the door in the garage. She said that the door in the garage already had pre-existing damage and that she brought this to the attention of the property manager.

Replacement of Washing Machine Gasket

The Landlord claimed compensation in the amount of \$214.00 in relation to the replacement of a washing machine gasket.

The Landlord explained that the gasket was stained with mold and had a strong odor. The Landlord provided photos in support of their claim. The Landlord also provided a copy of the receipt for their purchase of a replacement.

The Tenant disputed the claim, arguing that the discoloration pre-existed her tenancy and was the result of normal wear and tear.

Replacement of Fridge Hinge Cover

The Landlord claimed compensation in the amount of \$100.52 in relation to the replacement of a fridge hinge cover.

The Landlord explained that the fridge hinge cover was missing, and provided a photo of the fridge taken prior to the tenancy, and one of the part of the fridge where the cover was missing, in support of their claim. The Landlord also provided a copy of the receipt for their purchase of a replacement.

The Tenant disputed the claim, arguing that the cover was already missing. The Tenant said that she did not notice the missing cover until she was on a ladder putting something in the cabinet above the fridge. She did not mention when she moved in because she could not see it. She said that she eventually mentioned it to the property manager.

The Tenant also noted that it is not evident from the photo of the fridge taken before her tenancy whether the cover was missing at that time.

Tenant's Application

On August 3, 2025, the Tenant applied for dispute resolution, seeking the return of her security deposit.

Analysis

When two parties to a dispute provide equally possible accounts of events or circumstances related to a dispute, the party making the claim has responsibility to provide evidence over and above their testimony to prove their claim.

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

Section 35 of the Act establishes that, at the end of the tenancy, a Landlord must inspect the condition of the rental unit with the Tenant, the Landlord must complete a condition inspection report with both the Landlord and the Tenant signing the condition report.

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.

To be awarded compensation for a breach of the Act, 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

Painting of Walls, Doors, and Ceilings

I find that the Landlord has failed to establish entitlement to compensation in relation to the painting of walls, doors, and ceilings.

In reaching this conclusion, I find from my review of the photos provided that the chips or dents claimed by the Landlord are barely discernable in terms of being miniscule. I find these to be indicative of reasonable wear and tear and not due to deliberate damage or neglect by the Tenant.

I further find that the paint defects claimed by the Landlord are barely discernable in terms of being a difference in shade or sheen that is nearly undetectable. I reject the Landlord's contention that extensive painting was required, such as the painting of entire walls or rooms.

I find the type of painting performed by the Tenant does not meet the threshold of structural alterations as claimed by the Landlord. I further find that the minor, spot repairs performed do not constitute painting of an extent to require the Landlord's consent. In particular, I do not accept the Landlord's argument that the Tenant overstepped when she chose to use the paint in the labelled cans left behind. I find that in leaving the labelled cans of paint behind that it was reasonable for the Tenant to conclude that she had permission to use this paint to address minor defects. I also find that the Tenant was knowledgeable with respect to painting and careful and conscientious in this work.

I further find that the Landlord's suggestion that painting was intended to remove lingering cooking odours ignores a much less expensive option, which would be to wash the walls. I would clarify however, that I do not find the Landlord's claims that cooking odours were pervasive to be compelling.

Similarly, the photos of the ceiling above the shower suggest to me that some minor washing would have been sufficient. The Landlord did not suggest that this was attempted or unsuccessful. As a result, I find that the Landlord failed to mitigate their loss.

I would add that while I have found some of the Tenant's repairs in relation to the doors to have been inadequate, I have awarded compensation in the context of the Landlord's door claim and will not award additional compensation here.

With all of the foregoing in mind, I do accept that some repairs were only partially completed and that these would have required additional wall remediation and paint. I find that the Landlord is entitled to \$300.00 with respect to this work.

Replacement of Blind

I find that the Landlord has failed to establish entitlement to compensation in relation to the replacement of the blind.

In reaching this conclusion, I note that the Landlord must establish that the Tenant's actions are responsible for the expense being claimed. In this instance, I have preferred the Tenant's testimony as to the design of the blind being the cause of the tear to be persuasive. Specifically, I accept her suggestion that the weight of the bar on the bottom of the blind was too heavy and that this cause this thin fabric to ultimately tear. I have also considered photos showing the fabric to be particularly thin and transparent.

I find that the evidence does not disclose misuse or neglect by the Tenant.

I find that the Landlord has not shown on a balance of probabilities that the damage to the blind was a result of the actions of the Tenant.

This aspect of the Landlord's claim is dismissed.

Replacement of Door; Repair of Two Damaged Doors

I find that the Landlord has established entitlement to compensation in the amount of \$250.00 in relation to the door that was replaced.

In reaching this conclusion, I find that while the appearance of the door was diminished, its function was not. For this reason, I find that the Landlord is not entitled to the cost of the replacement of the door. I find that the Landlord is entitled to the value to which its appearance has been diminished, which I find to be \$250.00.

I find that the Landlord has established entitlement to compensation in the amount of \$200.00 in relation to the pocket door that the Tenant had attempted to repair herself.

In reaching this conclusion, I accept that the Tenant's repair was deficient and that the Landlord is entitled to expenses reasonably incurred with respect to this repair. As the Landlord did not distinguish the costs incurred in relation to each door, I find that the Landlord is entitled to reasonable amount with respect to their expenses incurred for this repair. I find that the Landlord is entitled to \$200.00 in relation to this repair.

I find that the Landlord has failed to establish entitlement to compensation in relation to the door for which the hinges had detached from the doorframe. In reaching this conclusion, I find that the photos and the Tenant's testimony support a finding that the installer of the door was negligent in determining the appropriate screws for affixing the door. I further find that there is no damage to the door. In summary, I find that the Tenant is not responsible for the damage claimed.

This aspect of the Landlord's claim is dismissed.

Plumber fees re Inspection of Washer connection

I find that the Landlord has failed to establish entitlement to compensation in relation to plumber fees incurred while inspecting the washer connection for the source of ceiling damage.

In reaching this conclusion, I note that the Landlord must establish that the Tenant's actions caused the damage for which compensation is being claimed.

In this instance, I have preferred the testimony of the Tenant who denied storing liquid detergent on top of the washer. I also note that the Tenant suggested that her move in inspection was essentially conducting by way of a video, and then a subsequent short tour of the rental unit. The Landlord herself claims that the property manager was negligent in their inspection duties at the end of the tenancy.

I find that the Landlord has not shown on a balance of probabilities that the Tenant was responsible for the spilling of the detergent which resulted in the plumber inspection fees being incurred. I find that it is just as likely that this occurred prior to the move in inspection, and the Tenant's occupancy, and that this damage was not detected.

This aspect of the Landlord's claim is dismissed.

Cleaning

I find that the Landlord has establish entitlement to compensation in the amount \$150.00 in relation to the cleaning. In reaching this conclusion, I note that Residential Tenancy Branch Policy Guideline #1 states that when a Tenant vacates a rental unit they must leave it reasonably clean. An arbitrator may also determine whether or not the condition of premises meets reasonable health, cleanliness and sanitary standards, which are not necessarily the standards of the Landlord or the Tenant.

I find that the evidence provided by the Landlord is compelling, but that it substantiates the Tenant's claim that the rental was left reasonably clean, not dirty as alleged. With that said, I am satisfied that the photos provided suggested that the floors were not sufficiently cleaned and some minor supplemental cleaning was required in other areas as well such as inside the dishwasher.

While the Landlord noted that there was debris under some of the appliances, I note that Policy Guideline #1 states If the refrigerator and stove are on rollers, the tenant is responsible for pulling them out and cleaning behind and underneath at the end of the tenancy. If the refrigerator and stove aren't on rollers, the tenant is only responsible for pulling them out and cleaning behind and underneath if the landlord tells them how to move the appliances without injuring themselves or damaging the floor. If the appliance is not on rollers and is difficult to move, the landlord is responsible for moving and cleaning behind and underneath it.

I find that with respect to the debris underneath any appliances, I accept the Tenant's testimony that she believed that moving these would be difficult. I also note that the evidence does not indicate that the items were on rollers, nor was it suggested that the Landlord instructed the Tenant as to how to move the appliances without injuring themselves or damaging the floor.

Patio Cleaning expenses

I find that the Landlord has established entitlement to compensation in the amount of \$70.00 in relation to patio cleaning expenses.

In reaching this conclusion, I note that the patio was an area available for the Tenant's use and she agrees that she did use it. For this reason, I find that the Tenant was responsible for maintaining a reasonable degree of cleanliness. I also find however, that some of what the Landlord is claiming is reasonable wear and tear and note that the patio is an external premises subject to weather and whatever debris happens to be blown onto it.

Replacement of Dishwasher rinse cap

I find that the Landlord has failed to establish entitlement to compensation in relation to the replacement of a of a dishwasher rinse cap.

In reaching this conclusion, I note that the Landlord must establish that the Tenant's actions caused the damage for which compensation is being claimed.

In this instance, I find that the Landlord has not shown on a balance of probabilities that the melting of the rinse cap was due to deliberate damage or neglect by the Tenant.

I find that the evidence does not disclose misuse or neglect by the Tenant.

This aspect of the Landlord's claim is dismissed.

Replacement of Grease Filters

I find that the Landlord has failed to establish entitlement to compensation in relation to the replacement of grease filters.

In reaching this conclusion, I note that Residential Tenancy Branch Policy Guideline #1 states that the Tenant is not responsible for reasonable wear and tear to the rental unit. 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 or not repairs or maintenance are required due to reasonable wear and tear or due to deliberate damage or neglect by the Tenant.

I accept Tenant's testimony that she had cleaned these filters prior to vacating. I have also preferred her testimony that the rental unit did not smell of grease. In preferring her testimony, I find that her evidence supports the notion that the Tenant was generally conscientious and took initiative with respect to cleaning and performing repairs.

I find that the evidence does not disclose any damage to the grease filters by the Tenant and accept that the accumulation of some degree of odour will accrue as a result of reasonable wear and tear.

This aspect of the Landlord's claim is dismissed.

Replacement of Front Door Weatherstripping

I find that the Landlord has failed to establish entitlement to compensation in relation to the replacement of the front door weatherstripping.

In reaching this conclusion, I note that the Landlord must establish that the Tenant's actions are responsible for the expense being claimed. In this instance, I found the Tenant's testimony that she would only let her cat into the backyard, and that neighbouring cats would come to the front door, to be thorough and ultimately persuasive.

I find that the Landlord has not shown on a balance of probabilities that the Tenant's cat was responsible for the damage to the front door weatherstripping

This aspect of the Landlord's claim is dismissed.

Replacement of Washing Machine Gasket

I find that the Landlord has failed to establish entitlement to compensation in relation to the replacement of a washing machine gasket.

In reaching this conclusion, I note that Residential Tenancy Branch Policy Guideline #1 states that the Tenant is not responsible for reasonable wear and tear to the rental unit. 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 or not repairs or maintenance are required due to reasonable wear and tear or due to deliberate damage or neglect by the Tenant.

I find that the Landlord has not presented compelling evidence that the Tenant's actions are responsible for the deterioration of the gasket. I find that the evidence does not disclose misuse or neglect by the Tenant. I find that any discolouration or odour was due to reasonable wear and tear.

This aspect of the Landlord's claim is dismissed.

Replacement of Fridge Hinge Cover

I find that the Landlord has failed to establish entitlement to compensation in relation to the replacement of a fridge hinge cover.

In reaching this conclusion, I note that the Landlord must establish that the Tenant's actions are responsible for the expense being claimed. In this instance, I find that the Landlord's photos are not conclusive in showing that the fridge hinge cover was present at the beginning of the tenancy. I also found the Tenant's testimony that she had no involvement with respect to the cover being missing to be persuasive.

I find that the Landlord has not shown on a balance of probabilities that the fridge hinge cover was missing as a result of the actions of the Tenant.

This aspect of the Landlord's claim is dismissed.

Summary

Section 67 of the Act states 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.

Therefore, I find the Landlord is entitled to a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act, in the amount of \$970.00.

Under section 72 of the Act, I allow the Landlord to retain \$970.00 from the Tenant's security deposit in satisfaction of the monetary award.

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

As I have found that both parties were partially successful in their application, I find that neither party is entitled to recover their \$100.00 filing fees from the other.

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

As I have found that both parties were partially successful in their application, I find that neither party is entitled to recover their \$100.00 filing fees from the other.

Is the Landlord entitled to retain a security and/or pet damage deposit? Is the Tenant entitled to the return of their security and/or pet damage deposit?

Section 38 of the Act states that within 15 days of either the tenancy ending or the date that the Landlord receives the Tenant's forwarding address in writing, whichever is later, a Landlord must repay a security deposit to the Tenant or make an application for dispute resolution to claim against it.

I accept that the tenancy ended on June 30, 2025, and that the Tenant provided her forwarding address on July 1, 2025. As the Landlord applied to retain the Tenants' security deposit on July 14, 2025, I find that the Landlord made their application within 15 days of the Tenants providing their forwarding address.

I find the Landlord's request to retain the deposit is moot in light of my earlier decision to authorize the retention of a portion of the Tenant's deposit pursuant to section 72 of the Act.

I order the Landlord to return to the Tenant, the remaining outstanding balance of the security deposit (\$1,830.00) plus interest in the amount of \$79.10, calculated as follows:

2024 \$2,800.00: \$53.50 interest owing (2.7% rate for 70.77% of year)
2025 \$2,800.00: \$25.60 interest owing (0.95% rate for 94.79% of year)

Conclusion

I grant the Tenant a Monetary Order in the amount of **\$1,909.10** under the following terms:

Monetary Issue	Granted Amount
the Tenant's security and pet damage deposit plus interest	\$2,879.10
a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act	-\$970.00
Total Amount	\$1,909.10

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: December 12, 2025

Residential Tenancy Branch