

## **DECISION**

### **Introduction**

This hearing was convened in response to cross-applications by the parties pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

The landlord requested:

- a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement under section 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

The tenants requested:

- 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

L.V. (“Tenants”) attended for the Tenants. The Landlord attended the hearing.

### **Service of Applications and Evidence**

Both parties confirmed receipt of each other's applications for dispute resolution hearing package (“Applications”). In accordance with section 89 of the *Act*, I find both parties duly served with each other's applications.

The Landlord confirmed receipt of the Tenants' evidentiary materials.

The Tenants did not receive the Landlord's evidentiary materials. During the hearing, the Tenants consented to receiving the materials by way of email during the hearing. After reviewing the documents, the Tenant consented to the admitting the evidence, and proceeding with the scheduled hearing.

### **Issue(s) to be Decided**

Is the landlord entitled to a monetary order for losses or damage?

Are the tenants entitled to the return of their security deposit?

Are either of the parties entitled to recover the costs of their filing fees for their applications?

## **Background and Evidence**

This tenancy began on September 28, 2024, and ended on or about May 31, 2025. Monthly rent was set at \$2,350.00, payable on the first day of the month. The Landlord holds the Tenants' security deposit of \$1,175.00.

The Landlord filed an application on July 7, 2025, requesting the following monetary orders: *Cleaning Costs \$1,040, Cost of Application \$100 Cost of Registered Mail \$30, Filing Fee \$100.00.*

The Tenants filed an application on August 28, 2025 requesting the return of their security deposit less \$150.00, plus recovery of the filing fee.

Both parties confirmed that the Tenants had provided their forwarding address to the Landlord.

The Landlord submitted a copy of an invoice for cleaning in the amount of \$1,040.00. The Landlord testified that the Tenants failed to leave the rental unit in reasonably clean condition, and had left items behind. The Landlord testified that the rental unit was covered in a layer of grease, and that the recycling bin was full of Styrofoam. The Landlord testified that the bathroom was also not clean. The Landlord confirmed that no move-in or move-out inspection reports have been completed for this tenancy.

The Tenants submitted video footage of the home, and argued that they had thoroughly cleaned the rental unit. The Tenants do not dispute that they had left the Styrofoam behind, and consented to the Landlord retaining \$150.00 for disposal of the Styrofoam.

## **Analysis**

### **Is the Landlord entitled to retain all or a portion of the Tenant's security deposit in partial satisfaction of the monetary award requested?**

Sections 23 and 35 of the *Act* require the landlord to perform both move-in and move-out inspections, and fill out condition inspection reports for both occasions. The consequence of not abiding by these sections of the *Act* is that "the right of the landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property is extinguished", as noted in sections 24(2) and 36(2) of the *Act*.

As noted in Residential Policy Guideline #17:

*The right of a landlord to obtain the tenant's consent to retain or file a claim against a security deposit for damage to the rental unit is extinguished if:*

- *the landlord does not offer the tenant at least two opportunities for inspection as required (the landlord must use Notice of Final Opportunity to Schedule a Condition Inspection (form RTB-22) to propose a second opportunity); and/or*
- *having made an inspection does not complete the condition inspection report.*

In review of the evidence and testimony before me, I find that the Landlord failed to provide the Tenants with at least two opportunities for an inspection, and fill out inspection reports as required.

As per RTB Policy Guideline #17, "Unless the tenant has specifically waived the doubling of the deposit, either on an application for the return of the deposit or at the hearing, the arbitrator will order the return of double the deposit...if the landlord has claimed against the deposit for damage to the rental unit and the landlord's right to make such a claim has been extinguished under the RTA". Accordingly, I find that the Tenants are entitled to double their deposit, plus applicable interest on the original deposit, for a total of **\$2,369.15**.

I must note, however, that the above does not exclude the landlord from being able to file a monetary claim for damages as noted in the policy guideline:

*A landlord who has lost the right to claim against the security deposit for damage to the rental unit, as set out in paragraph 7, retains the following rights:*

- *to obtain the tenant's consent to deduct from the deposit any monies owing for other than damage to the rental unit;*
- *to file a claim against the deposit for any monies owing for other than damage to the rental unit;*
- *to deduct from the deposit an arbitrator's order outstanding at the end of the tenancy;*  
*and*
- *to file a monetary claim for damages arising out of the tenancy, including damage to the rental unit.*

Accordingly, I will consider the Landlord's monetary claim for cleaning.

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

Section 37(2)(a) of the *Act* stipulates 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.

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

In light of the conflicting evidence provided, and taking in consideration that the party claiming the loss bears the burden of proof, I am not satisfied that the Landlord had provided sufficient evidence to support that the unit required additional cleaning, especially 16 hours of cleaning resulting in a \$1,040.00 invoice.

I find that the Tenants' videos of the rental unit showed a clean rental unit, which is in contrast to the description provided by the Landlord. I find that the Landlord has not met the burden of proof to support their claim. The Landlord did not provide any photographs, videos, inspection reports, or any witness testimony to support the actual state of the rental unit. I further note that the invoice submitted is for a move out clean on June 20, 2025, and does not indicate the address of the unit cleaned. The invoice only lists the hours of the clean and amount owed, and does not provide any detail of what cleaning took place.

I am not satisfied that the Landlord has established their claim of \$1,040.00 due to the Tenants' failure to leave the rental unit in reasonably clean condition. Accordingly, I dismiss the Landlord's claim, without leave to apply. I accept that the Tenants did fail to dispose of the Styrofoam, and as the Landlord failed to support any losses associated with this, I allow the Landlord a monetary order of \$150.00 as agreed to by the Tenants.

I allow both parties to recover the filing fees paid for their applications. As both parties obtained the following offsetting monetary awards for the filing fee, no order will be made in regards to the recovery of their filing fees.

As the other costs associated with filing a claim are not recoverable, I dismiss the Landlord's claim to recover their postage fees.

## Conclusion

In accordance with the offsetting provisions of section 72 of the Act, I order the Landlord to retain a portion of the Tenants' security deposit in satisfaction of the monetary award granted. I issue a Monetary Order in the amount of **\$2,219.15** in the Tenants' favour for the return of the remaining portion of their security deposit, plus applicable compensation and interest under section 38 of the Act.

Item	Amount
Disposal of Styrofoam	\$150.00
Less Security Deposit, compensation under section 38 of the Act, plus applicable interest	<b>-\$2,369.15</b>
<b>Total Monetary Order to Tenants</b>	<b>\$2,219.15</b>

The Tenants are provided with this Order in the above terms and the landlord(s) must be served with a copy of this Order as soon as possible. Should the landlord(s) fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

The remainder of the Landlord's application is dismissed without leave to reapply.

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 16, 2025

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Residential Tenancy Branch