DECISION

Introduction

This hearing dealt with Applications for Dispute Resolution from both the Tenants and the Landlords under the *Residential Tenancy Act* (the Act). The Tenants' Application for Dispute Resolution, filed on September 6, 2025 (the Application), is 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 the Application from the Landlords under section 72 of the Act

The Landlords' Application for Dispute Resolution, filed on September 19, 2025 (the Cross Application), is for:

- A Monetary Order for unpaid rent under section 67 of the Act
- 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 Tenants' security deposit in partial satisfaction of the Monetary Order requested under section 38 of the Act
- Authorization to recover the filing fee for the Cross Application from the Tenants under section 72 of the Act

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

Both parties acknowledged receipt of the Proceeding Package from the other and raised no concerns regarding service. I therefore find that the Proceeding Package for the Application and the Cross Application were duly served in accordance with the Act.

Both parties also acknowledged receipt of the other's evidence, raised no concerns regarding service, and confirmed they had time to review the other party's documents prior to the hearing. I therefore find that each party's evidence was duly served to the other in accordance with the Act.

Preliminary Matters

Clarification Regarding Compensation Claim by Tenants

I noted at the outset of the hearing that the Application filed by the Tenants that is currently before me is for a return of their security deposit and recovery of the filing fee.

The explanation included in the Application filed by the Tenants states they are also seeking compensation equivalent to 12 months' rent due to an improper eviction notice being issued by the Landlords. As there is no application before me by the Tenants relating to money owed or compensation for damage or loss under the Act, regulation, or tenancy agreement under section 67 of the Act, I informed Tenant A.K. (the Tenant) that I could not grant that additional amount of compensation as part of the Application.

The Tenant confirmed their understanding that they would need to file a separate application for dispute resolution to pursue matters other than their entitlement to the return of their security deposit and recovery of the filing fee for the Application.

Amended Issues to be Decided

Are the Landlords entitled to a Monetary Order for unpaid rent?

Are the Landlords entitled to compensation for the damaged mattress and missing mattress protector?

Are the Landlords entitled to compensation for the damaged television and hot-tub cover?

Are the Landlords entitled to compensation for the damaged area rug and stove-top?

Are the Landlords entitled to retain all or a portion of the Tenants' security deposit in partial satisfaction of the monetary award requested? Or are the Tenants entitled to a Monetary Order for the return of all or a portion of their security deposit?

Is either party entitled to recover the filing fee for the Application or the Cross Application from the other?

Facts and Analysis

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

The tenancy agreement submitted into evidence by both parties shows this fixed-term tenancy began on July 1, 2024, and was to continue to July 31, 2025. The monthly rent was $2,650.00, due on the first day of the month.

The tenancy agreement states the Tenants were required to pay a security deposit of $2,650.00. It is undisputed that the Tenants paid a deposit in that amount on June 20, 2025. The Tenant testified that the entire amount was a security deposit as there is no mention of a pet damage deposit in the tenancy agreement. Landlord C.H.1 (the Landlord) testified that $1,325.00 was a security deposit and $1,325.00 was a pet damage deposit. It is undisputed that the Tenants had a pet dog while they resided in the rental unit.

The Landlord states the deposits paid by the Tenants at the start of the tenancy are held in trust, less the amount the Tenant requested be applied towards the unpaid rent in June 2025.

The parties agree that a walk-through of the rental unit was completed by the Landlord and the Tenants when they moved in, sometime during the two weeks prior to July 1, 2024. The parties further agree that a walk-through was completed by the Landlord, Tenant G.K., and the Tenants' father on June 30, 2025. It is undisputed that the Tenant moved out in April or May, and that Tenant G.K. moved out on June 30.

It is undisputed that no move-in condition inspection report (CIR) was completed by the Landlords at the start or the end of the tenancy.

Tenant G.K. sent his forwarding address to the Landlord by text message on July 3, 2025. The Tenant formally served his forwarding address to the Landlords in writing on September 9.

In the prior related Residential Tenancy Branch (RTB) dispute recorded on the cover page of this decision, the Landlords applied for a Monetary Order for damage to the rental unit or common areas under sections 37 and 67 of the Act, and for authorization to retain the Tenants' security deposit. This prior application for dispute resolution was filed by the Landlords on July 2, 2025, and was dismissed with leave to reapply due to issues regarding service of documents.

The Application filed by the Landlords that is now before me seeks compensation totaling $7,375.00 related to unpaid rent, as well as damage to a mattress, 60" television, hot-tub cover, area rug, stove-top, and a missing mattress cover. The Tenants dispute the Landlords' claims on the basis that the reduced rent that was paid at the end of the tenancy was agreed-upon. The Tenants' position is that all the damage claimed by the Landlords was due to regular wear and tear, not due to any deliberate or negligent actions by the Tenants or their guests. Therefore, the Tenants are seeking a return of double their security deposit, as it was not returned within 15 days.

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. In an application for compensation for damage or loss, the party making the claim bears the burden of proof. This means that the party claiming the damage or loss must establish that:

- The other party failed to comply with the Act, regulation, or tenancy agreement
- Loss or damage resulted from the failure to comply
- The amount of or value of the damage or loss
- The party making the claim acted reasonably to minimize their damage or loss

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.

Are the Landlords entitled to a Monetary Order for unpaid rent?

Section 26 of the Act states that a tenant must pay rent to the landlord, regardless of whether the landlord complies with the Act, regulations, or tenancy agreement, unless the tenant has a right to deduct all or a portion of rent under the Act.

It is undisputed that the monthly rent is $2,650.00 but that the Tenants paid $1,850.00 for May 2025 and $1,325.00 for June 2025. The Landlord testified that there was an agreement discussed regarding changing the rent payment for May when the Tenant moved out, and that they had discussed applying a portion of the security deposit towards the rent to help the Tenants. The Landlord testified that they had not agreed to waive their rights to collect the full amount of rent for those months and that they expected to collect the full $2,650.00 for May and June.

The Tenants' evidence includes text message correspondence between Tenant G.K. and the Landlord on May 1 and 2, 2025. In the text messages, Tenant G.K. asks what the arrangement is for rent for the month. The Landlord's reply states he had told the Tenant to tell Tenant G.K. the rent was $1,850.00 for the current month, "and hopefully we will have someone else in with you next month".

The Tenants have also provided a text message from the Tenant to the Landlord on April 30, 2025, stating the Tenant is willing to pay pro-rated rent of $213.71 for June and Tenant G.K. would pay "his half" of $1,325.00. The Tenant proposes his $213.71 would be deducted from his half of the security deposit.

Based on the testimony of the parties and the above text message correspondence, I am satisfied that the Landlords agreed to reduce the monthly rent for the month of May 2025 to $1,850.00. As this is the amount that was paid by the Tenants, I find there is no unpaid rent owed for that month.

I am not satisfied, however, that the Landlords agreed to receive a reduced amount of rent for June 2025, despite the Tenant's text message which essentially asserts that his portion of the rent for that month would only be $213.71, which could be taken from his half of the security deposit. Therefore, I find the Tenants were required to pay $2,650.00 for June's rent.

Having found that the Tenants paid only $1,325.00 in rent to the Landlords in June 2025, I note that one of the circumstances under which a tenant has a legal reason to withhold rent is when a tenant has paid too much for a security deposit. When this occurs, section 19(2) of the Act permits a tenant to withhold the amount of the overpayment from rent.

The Tenant's testimony that the $2,650.00 deposit paid at the start of the tenancy was a security deposit is consistent with the tenancy agreement. There is no mention in the tenancy agreement regarding a pet damage deposit, nor was a pet agreement specifying a pet damage deposit submitted into evidence by the Landlords.

While it is undisputed that the Tenants had a pet dog in the rental unit with the Landlords' knowledge, there is nothing in the Act that states the presence of a pet automatically permits or requires the payment of a pet damage deposit, or that a portion of a deposit paid is deemed to be a pet damage deposit. To the contrary, Policy Guideline #31 states that "If a tenancy agreement is silent about pets, then the landlord cannot require a pet damage deposit." Having reviewed the tenancy agreement between the parties, I find it is silent on pets.

As the monthly rent was $2,650.00, under section 19(1) of the Act, the Landlords were not permitted to accept a security deposit that exceeded $1,325.00 ($2,650.00 / 2). Therefore, I find that the Tenants overpaid the permitted security deposit amount by $1,325.00. As a result, I am satisfied that the Tenants were entitled to withhold this amount from their last month's rent payment under section 19(2) of the Act. As a result, I find there is no unpaid rent owed for June 2025.

Conclusion

For the reasons set out above, the Landlords' Application for a Monetary Order for unpaid rent under section 67 of the Act is dismissed, without leave to reapply,

Are the Landlords entitled to compensation for the damaged mattress and missing mattress protector?

Section 37(2)(a) of the Act requires that, when a tenant vacates a rental unit, they must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

Policy Guideline #1 elaborates on this requirement and states a 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.

Sections 23 and 35 of the Act require the landlord, at the start and the end of the tenancy, to inspect the condition of the rental unit with the tenant and document the inspections in written reports to be signed by both the landlord and the tenant.The landlord is responsible for scheduling the inspections and providing a copy of the report to the tenant in accordance with sections 17 and 18 of the *Residential Tenancy Regulation* (the Regulation).

Clause 20 of the tenancy agreement between the parties also requires the parties to complete, sign and date an inspection report at the beginning and end of the tenancy.

The parties agree that a walk-through of the rental unit with at least one of the Tenants present was done at both the start and the end of the tenancy. However, it is undisputed that no CIR was completed during either of these walk-throughs, contrary to the Act, the Regulation, and the tenancy agreement.

In lieu of a move-in CIR, the Landlords have provided a "Witness Letter" signed by I.B. in the presence of a Notary Public on September 23, 2025. The Landlord testified that I.B. was the occupant of the rental unit immediately prior to the Tenants moving in. The Landlord states I.B., who was their tenant for one year, moved out on May 31, 2024.

The Witness Letter of I.B. confirms he signed a one-year lease with the Landlords from June 1, 2023, to June 1, 2024. The Witness Letter states the beds in the rental unit appeared to be brand new when he moved in and that all the appliances appeared new and worked. This document also states I.B. spent minimal time at the rental unit due to his work but asserts he maintained the rental unit in a clean and tidy condition. I.B.'s letter concludes stating he spent a day deep cleaning the rental unit to ensure it was in the same condition at the end of his tenancy as it was when he moved in.

The Landlords have also submitted photographs into evidence to document the condition of some areas and items in the rental unit at the start and the end of the tenancy. The Landlord testified that the before photographs were taken on June 1, 2024, when I.B. moved out of the rental unit. The Landlord testified that the after photographs were taken on July 1 or 2, 2025, the day after the walk-through with Tenant G.K.

The Landlord testified that the queen mattress, which was only one year old at the start of the tenancy, had to be replaced because it was heavily stained with a combination of sweat and dog urine. The Landlord further testified that the mattress cover, which was provided at the start of the tenancy, was missing at the end of the tenancy.

The Tenant disputed that their dog ever peed on the mattress and stated that sweat stains occur naturally over time. The Tenant also disputed that a mattress cover was present at the start of the tenancy. The Tenants' position is that any staining to the mattress resulted from regular use and constitutes regular wear and tear.

While a CIR signed by both parties would provide the most compelling proof of damage, photographs to corroborate a landlord's claim can also be considered. In the case before me, the Landlords have provided a photograph of a mattress, and a mattress cover in the "before" photographs. However, there is no photograph showing the condition of the mattress at the end of the tenancy.

Without a CIR signed by both parties acknowledging the pre-existing condition of the mattress, or providing an inventory of items provided with the rental unit, I find the

Landlords have put themselves in a position where they cannot prove, on a balance of probabilities, the existence of certain damages they allege were caused by the Tenants. Even if I were to place weight on the Witness Letter of I.B., this document only speaks to the condition of the rental unit and mattresses at the start of the tenancy.

Though the Landlord's testimony bears some weight, I find that both the Landlord and the Tenant have provided equally possible accounts of events. Therefore, in the absence of any documentary evidence to corroborate the Landlord's testimony as to the extent of the damage to the mattress at the end of the tenancy, I find that the Landlords have failed to provide evidence over and above their testimony to prove this portion of their claim.

Conclusion

For the reasons set out above, I decline to award the Landlords compensation for the mattress or mattress cover.

Are the Landlords entitled to compensation for the damaged television and hot tub cover?

The Landlord testified that the Tenants either hit the television during the tenancy, or otherwise caused impact to the screen and, as a result, there is now a shadow line that runs down the middle of the screen. The Landlord testified that the television was brand new at the start of the tenancy.

The Landlords' Written Statement, submitted into evidence, states:

> the black vertical lines typically point to either a damaged panel or a backlight failure. A damaged panel would be from physical damage (e.g., something being thrown at the tv or it being hit). Whereas a backlight failure is usually a slow, gradual failure over years of prolonged use. This television was purchased and installed in 2023 (approx. one year before the start of tenancy) indicating to us that physical damage is far more probable.

It is undisputed that the Landlords reside above the rental unit. Landlord C.H.2 testified that, during the tenancy, they often heard the Tenants wrestling or fighting in the rental unit and heard sounds consistent with things being thrown around.

The Tenant disputes that the television was hit or otherwise damaged during the tenancy, noting that there are no cracks, marks, or colored lines appearing on the television. The Tenant testified that impact to a television screen typically causes vertical lines to appear in the picture, whereas the shaded or dark portion of the screen is more consistent with a failing backlight. The Tenants' position is therefore that the shaded spot in the centre of the television screen is due to age and constitutes regular wear and tear. The Tenant also stated during his testimony that the television was in the same condition at the end of the tenancy as when they moved into the rental unit.

The Landlords' before photographs show two televisions in the rental unit, one in a bedroom and one in the living room. Both television screens are on with no shaded bar down the middle. The Landlords' after photographs show one of the television screens on with the shaded bar in the middle, as well as two vertical lines in the middle of the television screen and one noticeable line on the right-hand side of the screen.

The Landlords' evidence includes a screenshot from BestBuy indicating a comparable replacement television will cost $1,199.99. The Landlord testified that they have not yet replaced the television because the current occupants of the rental unit do not watch TV. The Landlord states they will need to replace the television at some point.

Based on the before and after photographs submitted into evidence by the Landlord and the Landlord's testimony as to the age of the television, I am satisfied that the television was damaged by the Tenants or the Tenants' guests and that the damage went beyond regular wear and tear. I also base this finding on the Tenant's somewhat conflicting testimony that what the Landlord is claiming as damage constitutes regular wear and tear, but also that the television was in the same condition at the start and the end of the tenancy. I find this testimony to be internally inconsistent and therefore give it little weight.

I therefore find that the Landlords have established on a balance of probabilities that the Tenants failed to comply with section 37(2)(a) of the Act by causing damage to the television that went beyond regular wear and tear.

The Landlord's state they have not yet replaced the television because the current occupants of the rental unit do not require one. Additionally, based on the photographs submitted into evidence by the Landlords, I find there would still be one functioning television in the rental unit. Therefore, while the Landlords have established that the Tenants damaged the television, I am not satisfied that the Landlords need to replace that item for the rental unit to be marketable or habitable. Therefore, I find that the Landlords have not proven the amount or value of their damage or loss.

Policy Guideline #16 explains that an award of "nominal damages" may be made 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.

Based on the evidence before me, the testimony of the parties, and on a balance of probabilities, I find that the Landlords have established that the Tenants failed to comply with the Act and caused damage to the television. Therefore, I find the Landlords are entitled to a Monetary Order in the amount of $500.00 as nominal damages.

The Landlord testified that the hot tub was two years old at the start of the tenancy and, therefore, the cover was the same age. The Landlords' evidence includes before and after photographs of the hot-tub cover. The before photograph shows the cover has no chemical marks or rips. The after photographs show a tear where one flap connects to the main part of the cover and that half of the cover appears faded. The Landlord

testified that there were also puncture holes in the top of the cover, though these are not clearly visible in the photographs. The Landlord alleges the Tenants abused the hot tub cover but stated he did not know how they caused the damage.

The Witness Letter of I.B. states he observed the Landlords' family using the hot tub on a regular basis during his tenancy, and it was always well maintained. The Landlords' Written Statement explains that when the Landlords were leaving for an extended period, they offered for the Tenants to use the hot tub, with the understanding they would properly take care of it.

The Landlords have provided a quote for a new hot tub cover in the amount of $1,287.99. The Landlord testified this item has not yet been replaced.

The Tenant testified that the hot tub was in a shared common area and, therefore, they cannot be held solely responsible for the condition of the hot tub cover. The Tenant further stated the flap on the cover was held on with glue, which appears to have come loose and that this would be typical wear and tear for an item that is constantly exposed to temperature extremes and is out in the elements. The Tenant further testified that the discolored or stained area appears to be chemical stains such as bleach or chlorine marks, which is consistent with what the hot tub cover would come into contact with and would also contribute to glue separating. The Tenant disputes that there was any intentional damage caused to, or negligent use of, the hot tub cover.

The Landlord noted that the hot tub is in a covered area and therefore disagrees it is exposed to the elements. The Landlord also disagrees that the flap on the hot tub cover was glued on, or that it could be re-glued because the picture shows it was stitched to the main part of the cover. The Landlord testified there is no possibility that the hot tub cover was damaged by anyone other than the Tenants or their guests.

Though the Landlord's testimony bears some weight, the Landlord stated they do not know how the Tenants would have caused the damage to the hot tub cover. Furthermore, I find that the Landlords' assertion that the Tenants or their guests negligently used the hot tub cover is equally possible as the Tenants explanation that the current condition of the hot tub cover, as shown in the after photographs, is due to regular wear and tear of that item.

As the Landlords have not provided any evidence of the expected lifetime or useful life of a hot tub cover, I find that the Landlords have failed to provide any evidence over and above their testimony to prove that the damage to the hot tub cover goes beyond regular wear and tear of that item. Additionally, as the Landlords have not yet replaced the hot tub cover, I find on a balance of probabilities that it is still functional and not in need of replacement. Therefore, I decline to award the Landlords compensation for the hot tub cover.

Conclusion

For the reasons set out above, I find the Landlords are entitled to a Monetary Order for compensation for damage or loss under the Act, regulation, or tenancy agreement under section 67 of the Act, in the amount of $500.00 as nominal damages for the damaged television. The Landlords' claim for compensation for the hot tub cover is dismissed.

Are the Landlords entitled to compensation for the damaged area rug and stove top?

The Landlord testified that the area rug in the rental unit was one year old at the start of the tenancy. The Landlord testified that, at the end of the tenancy, it had to be thrown out because it was frayed and was stained with dog urine.

The Landlords' before photograph of the living room shows approximately one-third of the area rug, with the remainder of the rug being covered by the couch and coffee table or blocked from view by the couch. The after photograph of the rug shows a section of the rug which has pet hair embedded in the fibers. I find that the after photograph does not clearly show whether the rug was frayed or stained at the end of the tenancy.

The Tenant acknowledged the area rug might have been dirty and had dog hair stuck in the fibers. The Tenant disputes that the area rug was frayed, ripped, stained with dog urine, destroyed or otherwise had to be thrown out. The Tenant's position is that the area rug would have been usable after being steam cleaned or washed.

The Landlords' evidence includes a screenshot from Wayfair showing the cost to purchase a comparable rug will be $599.00. The Landlord testified the area rug has not yet been replaced.

The Landlord testified that the smooth stove-top, which was less than one year old at the start of the tenancy, was badly scratched at the end of the tenancy. The Landlord testified that the Tenants must have attempted to clean it with something abrasive or used items on the surface that scratched it. The Landlord states the scratches cannot be repaired or removed, but that the stove top still functions.

The Landlords' evidence includes a before photograph of the stove-top at the start of the tenancy with no visible scratches. The photograph taken at the end of the tenancy shows scratches on the two elements on the right-hand side of the stove.

The Tenant agreed there was some scratching to the stove-top at the end of the tenancy, but states this was consistent with regular use of metal pans on the stove. The Tenant disagrees that there were any deep grooves and disputes the Landlords' claim for compensation when the damage being claimed is cosmetic and constitutes regular wear and tear.

Based on the evidence before me and the testimony of the parties, I find that both the Landlord and the Tenant have provided equally possible accounts of events regarding the rug and the stove top. Therefore, in the absence of any documentary evidence to corroborate the Landlord's testimony as to the extent of the damage to the area rug at the end of the tenancy, or that the damage to the stove top went beyond regular wear and tear, I find that the Landlords have failed to provide evidence over and above their testimony to prove this portion of their claim.

Furthermore, as the Landlords have not yet replaced the area rug or the stove top, I find they have not proven the value of their damage or loss associated with these items.

Conclusion

For the reasons set out above, I decline to award compensation to the Landlords for replacement of the area rug or damage to the stove top.

Are the Landlords entitled to retain all or a portion of the Tenants' security deposit in partial satisfaction of the monetary award requested? Or are the Tenants entitled to a Monetary Order for the return of all or a portion of their security deposit?

Section 38(1) 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 the security deposit.

It is undisputed that the tenancy ended on June 30, 2025. It is also undisputed that Tenant G.K. sent his forwarding address to the Landlord by text message on July 3, and Tenant A.K. sent his forwarding address to the Landlords in writing on September 9.

As the Landlord acknowledged receipt of Tenant G.K.'s forwarding address, I find that the Landlords had until July 18, 2025, to either return the security deposit of $1,325.00, plus interest, to the Tenants or to apply to the RTB to retain the deposit.

It is undisputed that the Landlords have not returned the Tenants' security deposit. While the Application before me was filed on September 19, 2025, after the required 15-day deadline, I note that the prior dispute recorded on the cover page of this decision was filed by the Landlords on July 2, within the required 15 days. That prior matter included a claim for damage to the rental unit and for authorization to retain the Tenants' security deposit.

Therefore, I am satisfied that the Landlords complied with section 38(1) of the Act. As a result, the Landlords are entitled to retain a portion of the Tenants' security deposit under section 38 of the Act. Under section 72(2)(b) of the Act, I allow the Landlords to retain $500.00 from the Tenants' security deposit in full satisfaction of the Monetary Order granted to the Landlords.

The Tenants are therefore entitled to a Monetary Order in the amount of $855.76, for the return of the balance of the security deposit, plus interest.

Is either party entitled to recover the filing fee for the Application or the Cross Application from the other?

As each party was partially successful, each party shall bear their own filing costs. Therefore, I dismiss each party's request to recover the $100.00 filing fee under section 72 of the Act, without leave to reapply.

Conclusion

I grant the Tenants a Monetary Order in the amount of **$855.76** under the following terms:

Monetary Issue	Granted Amount
A Monetary Order in favor of the Tenants for the return of their security deposit under sections 38 and 67 of the Act	$1,325.00
Amount of interest owed on security deposit from June 20, 2024 to the date of this Order	$30.76
A Monetary Order in favor of the Landlords for compensation for damage or loss under section 67 of the Act	-$500.00
Total Amount	**$855.76**

The Tenants are provided with this Order in the above terms and the Landlords must be served with **this Order** as soon as possible. Should the Landlords fail to comply with this Order, this Order may be filed and enforced in the Provincial Court of British Columbia (Small Claims 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 Act.

Dated: December 2, 2025

Residential Tenancy Branch