

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
- 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

This hearing also dealt with the Tenants' 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

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

I find that the Landlord acknowledged service of the Proceeding Package and are duly served in accordance with the Act.

I find that the Tenants acknowledged service of the Proceeding Package and are duly served in accordance with the Act.

Service of Evidence

The Landlord's agent H.Y.G. (the Landlord's Agent) did not advise any issues with the service of the Tenants' evidence. Based on the submissions before me, I find that the Tenants' evidence was served to the Landlord in accordance with section 88 of the Act.

The Tenants did not advise of any issues with the service of the Landlord's evidence. Based on the submissions before me, I find that the Landlord's evidence was served to the Tenants in accordance with section 88 of the Act.

Preliminary Issues

- Partial Settlement

The Tenants agreed to pay for the following claim made by the Landlord:

1. \$150.00 move-out charge

As the Tenants have agreed to these claims, I will not address this item in my decision below as the Tenants have agreed to pay this amount. I authorize this amount to be deducted from the security deposit, pursuant to section 72 of the Act.

- Remove Occupant from Tenants' Application

Removed the Tenants' minor child named in application as they are not a Tenant.

- Amendment to the Landlord's Monetary Claim

The Landlord removed the \$200.00 Move-out fine. Given that this amendment reduces the amount sought by the Landlord, I amend the Landlord's application to remove this claim.

The Landlord also wanted to amend their application to include an additional strata fine for an unknown amount. No amendment was filed but the Landlord's Agent argued they received a letter from the Strata that there would be an additional fine, but no amount was listed. The Landlord's Agent argued they would accept \$15.00 for the fine.

The Tenants advised they have no knowledge about the amount of the new fine or what the fine was for.

I decline to allow the Landlord to amend their application to include this additional strata fine, given that there is no actual amount identified, and the Tenants were not provided with the specific information to know the exact claim against them.

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 a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement?
- Is the Landlord entitled to retain all or a portion of the Tenants' security and pet damage deposit in partial satisfaction of the monetary award requested?

- Is the Landlord entitled to recover the filing fee for this application from the Tenants?
- Are the Tenants entitled to a Monetary Order for the return of all or a portion of their security and/or pet damage deposit?
- Are the Tenants 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.

Evidence was provided showing that this tenancy began on August 5, 2024, with a monthly rent of \$3,800.00, due on first day of the month, with a security deposit in the amount of \$1,900.00, paid July 23, 2024. The tenancy ended August 31, 2025.

The Landlord filed an application for, compensation, damages and requested to retain the security deposit. The Tenants filed a cross application seeking the return of their security deposit.

Security Deposit

A move-in condition inspection report (CIR) was completed August 1, 2024, and the Tenants confirm receiving a copy. The Landlord's position is that they attended to complete the move-out CIR, but the Tenants were still in the process of moving-out so the Landlord completed the move-out CIR and left a copy for the Tenants to review. The Landlord's Agent advised the Tenants lost the copy, so the Landlord sent another on September 3, 2025, and offered to meet in-person to review the move-out CIR. The Tenants advised they did not sign the move-out CIR because they did not agree with the contents of the move-out CIR. The Tenants advised the full forwarding address was provided by email on September 4, 2025. The Landlord's Agent advised the forwarding address was received September 5th or 6th. The Landlord filed their application September 15, 2025.

Landlord's Claim for Damages and Compensation

The Landlord is seeking the following amounts:

Item	Description	Amount
1	Flooring Repair	\$200
2	Baseboard Repair	\$120

3	Washer Gasket Replacement	\$260
4	GST for Above Amounts	\$29
5	Fire Inspection Chargeback	\$15.75
6	Fire Inspection Chargeback	\$21.66
7	Bylaw Fine	\$50
	TOTAL	\$696.41

#1 Flooring Repair

The Landlord's position is that the move-in CIR noted 4 or 5 chips in the flooring and after the Tenants moved out 4 additional holes/chips were found. Photographs of the damage were provided. The invoice was provided. The Landlord advised some of the flooring was from 2018 and the kitchen and living room was from 2023.

The Tenants' position is that the flooring already had marks when they moved in and the Landlord did not provide any before or after photographs. Additionally, the Tenants took issue with the invoice which is handwritten.

#2 Baseboard Repair

The Landlord's position is that the baseboard had discolouration which showed yellowing. Photographs of the damage were provided. The invoice was provided. The Landlord's Agent advised the baseboard was 5 years old.

The Tenants argued this damage was there when the Tenants moved in and got worse due to a maintenance issue. Additionally, the Tenants took issue with the invoice which is handwritten.

#3 Washer Gasket Replacement

The Landlord's position is that the washer gasket had mold that could not be cleaned and had to be repaired. The washer gasket is 7 years old. Photographs of the damage were provided. The invoice was provided.

The Tenants argued this could have been cleaned and did not require replacement.

#4 GST for Above Amounts

The Landlord is also seeking the GST charged on the invoice for the above damages.

#5 Fire Inspection Chargeback/ #6 Fire Inspection Chargeback/ #7 Bylaw Fine

The Landlord's position is that the Tenant did not provide access for 2 fire inspections, and this resulted in a chargeback to the Landlord and a Bylaw fine. The Landlord's Agent argued they advised the Tenants about the chargebacks and the Bylaw fine and provided the Tenants' response to the Strata but the fine and chargebacks were not removed. Copies of the Strata letters outlining the chargebacks and Bylaw fine were provided.

The Tenants' position is that they did not hear anyone knock and just saw a notice later than they missed the fire inspection. The Tenants argued they never spoke with the Strata about these issues and only had contact with the Landlord regarding disputing the fine and chargeback.

Analysis

When two parties to a dispute provide equally plausible accounts of events or circumstances related to a dispute, the party making the claim has the burden to provide sufficient evidence over and above their testimony to establish 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

#1 Flooring Repair

The move-in CIR noted around 5 chips in the flooring before the Tenants moved in. The move-out CIR notes around 4 additional chips or holes. The photographs provided show that the holes/chips are quite small. Given the number of additional holes/chips and the

size, I find that this is considered normal wear and tear. As such, I decline to award any compensation.

#2 Baseboard Repair

The move-in CIR did not note any damage to the bathroom baseboards; however, the move-out CIR and photographs show discolouration. As such, I find that the Landlord suffered a loss by having to replace the baseboards. The Landlord provided a copy of the invoice to support the value of the loss. The Tenants took issue with the invoice being handwritten; however, it is common for smaller businesses to use handwritten invoices and as such, I take no issue with the invoice being handwritten. The Tenants also argued that there was existing discolouration when they moved in and the Landlord did not provide before photographs. The move-in CIR does note any discolouration, and the Tenants provided no evidence to establish the move-in CIR was incorrect. While the Landlord did not provide a before photograph they did provide a move-in CIR which was signed by the Landlord and the Tenants' agent, as such, I accept the contents of the move-in CIR. The Landlord also mitigated any loss by only replacing the section damaged and not all the baseboards. As such, I award the Landlord \$120.00 for the baseboard repair.

#3 Washer Gasket Replacement

The Landlord's Agent argued the washer gasket could not be cleaned to fix the mold buildup; however, there is no evidence provided to support that the only option was to replace the gasket. As such, the Landlord did not satisfied the requirement to mitigate any loss. As such, I decline to award any compensation for this loss.

#4 GST

As not all the repairs listed on the invoice were granted, I decline to award the full amount for GST. Rather, I will award \$6.00 as this is the amount of GST for the baseboard repair, which was granted to the Landlord.

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 \$126.00

Is the Landlord entitled to a Monetary Order for money owed or compensation for loss under the Act, regulation or tenancy agreement?

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

#5 Fire Inspection Chargeback/ #6 Fire Inspection Chargeback/ #7 Bylaw Fine

Term 22 of the addendum to the tenancy agreement requires the Tenant to comply with the Strata Bylaws, Rules and Regulations and any fees or fines charged in violation of the bylaws will be the responsibility of the Tenants.

Based on the testimony and evidence, I find that the Tenants breached term 22 of the addendum to the tenancy agreement by not paying the fine and chargebacks and the Landlord suffered a loss by having to pay for these costs. The Landlord provided copies of the Strata letters to support the amounts. I also find that the Landlord mitigated any loss by sending the Tenants' response about the fine to the Strata.

I have no authority to determine if the fines levied by the Strata Council were valid, as such, I find it is not relevant whether the fire inspector knocked on the Tenants' rental unit door. As such, I award the Landlord \$87.41 for the strata fine and charge back.

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

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. As the forwarding address was provided on September 4, 2025, and the Landlord made their application on September 15, 2025, I find that the Landlord did make their application within 15 days of the forwarding address being provided.

Section 36 (2) of the Act states that, unless the tenant has abandoned the rental unit, the right of a landlord to claim against a security deposit for damage to the rental unit is extinguished if, having made an inspection with the tenant, does not complete the condition inspection report and give the tenant a copy of it in accordance with the regulations.

Based on the testimony of both parties, I find that neither party extinguished their right to the security deposit. The evidence supports that the parties completed a move-in CIR and move-out CIR and a copy was provided to the Tenants.

Under section 72 of the Act, I allow the Landlord to retain a portion of the Tenants' security deposit of \$1,900.00, plus interest, in partial satisfaction of the monetary award and the remaining amount is returned to the Tenants.

Is the Landlord entitled to recover the filing fee for this application from the Tenants or is the Tenants entitled to recover the filing fee for this application from the Landlord?

As both parties were partially successful, I find that the filing fees offset each other and neither party is entitled to the return of the filing fee.

Conclusion

I grant the Tenants a Monetary Order in the amount of **\$1,576.38** under the following terms:

Monetary Issue	Granted Amount
a Monetary Order for the Tenants for the return of their security deposit from the Landlord,	\$1,939.79
a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act to the Landlord	-\$363.41
Total Amount	\$1,576.38

The Tenants are 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 in the Small Claims Division of the Provincial 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 Act.

Dated: December 9, 2025

Residential Tenancy Branch