



## **DECISION**

### **Introduction**

This hearing dealt with two applications pursuant to the *Residential Tenancy Act* (Act). The Landlord's application 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

And the Tenant's application for:

- Return of their security deposit that the Landlord is retaining without cause

The Landlord attended the hearing and was affirmed.

No one attended the hearing for the Tenant.

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

I find that the Tenant was served on September 22, 2025, by pre-agreed e-mail in accordance with section 43(2) and 44 of the Residential Tenancy Regulation. The Landlord provided a copy of the outgoing e-mail showing the Proceeding Package and related documents were included as attachments to confirm this service.

The Landlord testified that they served the evidence in a separate email, as noted on their application for dispute resolution, where the Landlord indicated that all documents were sent via email to the Tenant on September 19, 2025.

The Landlord also submitted a copy of the Tenancy Agreement (TA) which was signed by the Tenant on April 1, 2025, with the Tenant's agreement to provide email address for service.

Based on the submissions before me, I find that the Landlord's evidence was served to

the Tenant in accordance with the Act.

The Landlord confirmed that they received documentary evidence from the Tenant.

The Landlord testified that they were not served the Proceeding Package from the Tenant, and had no knowledge of an application that was filed by the Tenant.

## **Preliminary Matters**

The Tenant did not appear for the hearing on December 9, 2025, and only the Landlord attended. The line remained open while the phone system was monitored, and the hearing lasted for 30 minutes.

After the 10-minute waiting period and as per Residential Tenancy Branch (RTB) Rules of Procedure Rule 7.3, the Tenant's application was dismissed in full, without leave to reapply.

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

Is the Landlord entitled to a monetary order for damage to the rental unit or common areas under sections 32 and 67 of the Act?

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

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

## **Background and Evidence**

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

The Landlord testified that the rental unit was renovated in 2021.

The Landlord testified that this tenancy began on April 1, 2025, and ended on August 31, 2025. The monthly rent of \$1,500.00 was due on the first day of each month. The Tenant paid a security deposit in the amount of \$750.00.

The parties completed the move-in Condition Inspection Report (CIR) on April 1, 2025, and the Landlord completed the move-out CIR on September 1, 2025. The Landlord testified that the Tenant was given three opportunities to participate, however, failed to do so. The Landlord testified that the Tenant did not providing their forwarding address in writing.

The Landlord is seeking a monetary order of \$750.00 based on the following:

Item 1 - \$516.13, for plumbing repair costs. The Landlord testified that the kitchen faucet and handle were pulled, torn out and damaged by the Tenant. The Landlord stated that the entire spring was pulled and damaged and the faucet required full repairs. The Landlord submitted a photograph of cigarette butts in the kitchen sink.

The damage occurred during the tenancy and the repairs were completed in August 2025. The Landlord submitted in evidence an invoice in the amount of \$516.13, dated August 8, 2025.

Item 2 - \$700.00 for replacement of damaged dryer. The Landlord testified that the dryer was purchased as a new appliance in 2021. The Landlord stated that the dryer was full of sand at the end of the tenancy. The Landlord attempted to repair and operate the dryer, however, they were unsuccessful. The Landlord testified that dryer was replaced at the cost of \$700.00. The Landlord submitted in evidence a photograph of the dryer with sand in the vent.

The Landlord referred to other damages, resulting from removal of wall paper that the Tenant installed without authorization. In addition, the Landlord referred to numerous nail holes that required patching. The Landlord also referred to the evidence submitted to show a damaged floor. The Landlord stated that they completed some of the repairs at their own time and expense. However, the Landlord testified that they were only seeking to keep the security deposit of \$750.00 as per their application for dispute resolution.

## **Analysis**

### **Is the Landlord entitled to a monetary order for damage to the rental unit or common areas under sections 32 and 67 of the Act?**

Under section 67 of the Act, when a party makes a claim for damage or loss, the burden of proof lies with the applicant to establish the claim. In this case, to prove a loss, the Landlord must satisfy the following four elements on a balance of probabilities:

1. Proof that the damage or loss exists;
2. Proof that the damage or loss occurred due to the actions or neglect of the tenant in violation of the Act, Regulation or tenancy agreement;
3. Proof of the actual amount required to compensate for the claimed loss or to repair the damage; and
4. Proof that the landlord followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

Based on the evidence before me, the testimony of the parties, and on a balance of probabilities, I find that the Landlord has established a claim for compensation for damage or loss under the Act, regulation or tenancy agreement as follows:

Item 1 - \$516.13, for plumbing repair costs. I accept the undisputed testimony provided by the Landlord, which is further supported by the documentary evidence of an invoice that shows repairs due to "cigarette buds in the kitchen sewer line." The invoice also supports replacement of the faucet.

I find the Tenant is responsible for this repair as per section 32 of the Act, which states a tenant of a rental unit must repairs damage that is caused by the actions or neglect of the tenant. I find the Tenant inappropriately disposed of cigarette butts and caused damage to the related plumbing. Further, I find the faucet was damaged due to the actions of the Tenant. I grant the Landlord the monetary award of \$516.13 for repairs related to the faucet and plumbing.

Item 2 - \$150.00 for replacement of the damaged dryer. Residential Tenancy Policy Guideline 40 provides guidance on the useful life of an item. It states that a dryer has the estimated useful life of 12 years.

Based on the evidence before me the Landlord proceeded with the replacement of a dryer that was purchased 4 years ago, in 2021. Further, the evidence supports that damage was caused by the Tenant, thereby, in breach of section 37 of the Act, which states that when a tenant vacates a rental unit, the tenant must leave the rental unit undamaged except for reasonable wear and tear. Based on the submissions before me, I find the damage was beyond what would be considered reasonable wear and tear.

However, I find the Landlord did not prove the amount of or value of the loss as required by the Act. The Landlord did not submit an estimate or invoice for this item. In this case, to acknowledge the Tenant's breach of the Act, I find it reasonable to award the nominal amount of \$150.00 for this item.

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

As the Landlord was successful in their application, I grant the \$100.00 filing fee paid for this application under section 72 of the Act.

I grant the Landlord a monetary award of \$766.13 as follows:

- \$666.13 for damages and loss under the Act
- \$100.00 for the cost of the filing fee

**Is the Landlord entitled to retain all or a portion of the Tenant's 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. In this case, as of the date of this hearing, the Tenant did not provide their forwarding address to the Landlord.

The security deposit of \$750.00 has accrued \$3.28 in interest. The Landlord holds the total security deposit of \$753.28.

Under section 72 of the Act, I allow the Landlord to retain the security deposit of \$753.28 in partial satisfaction of the monetary award.

## Conclusion

I grant the Landlord a Monetary Order in the amount of **\$12.85** under the following terms:

<b>Monetary Issue</b>	<b>Granted Amount</b>
A Monetary Order for damages and loss under the Act	\$666.13
Authorization to retain all of the Tenant's security deposit, plus interest, in partial satisfaction of the Monetary Order requested under section 38 of the Act	-\$753.28
To recover the filing fee for this application from the Tenant under section 72 of the Act	\$100.00
<b>Total Amount</b>	<b>\$12.85</b>

The Landlord is provided with this Order in the above terms and the Tenant must be served with **this Order** to be enforceable. Should the Tenant 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

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Residential Tenancy Branch