DECISION

Introduction

Pursuant to section 58 of the Residential Tenancy Act (the Act), I was designated to hear linked applications.

The Landlord's September 16, 2025 Application for Dispute Resolution under the Act is 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 loss under the Act, the regulation or tenancy agreement, pursuant to section 67 of the Act;
- An authorization to retain all or a portion of the security deposit, under section 38;
- An authorization to recover the filing fee for this application, under section 72.

The Tenant's September 21, 2025 Application for Dispute Resolution under the Act is for:

- An Order for the Landlord to return the security deposit, pursuant to section 38;
- A Monetary Order for loss under the Act, the regulation or tenancy agreement, pursuant to section 67 of the Act;
- An authorization to recover the filing fee for this application, under section 72.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

The Landlord acknowledges service of the Proceeding Package and is duly served in accordance with the Act.

The Tenants acknowledge service of the Proceeding Package and are duly served in accordance with the Act. AN and SJ confirm that CR and AS were aware of the hearing but could not attend, instead allowing AN and SJ to represent them.

Service of Evidence

The Landlord acknowledges service of the Tenant’s evidence and is duly served in accordance with the Act.

The Tenant acknowledges service of the Landlord's evidence and is duly served in accordance with the Act, however, the evidence was confirmed to have been served late. Given that both parties are familiar with the evidence, there is little prejudice against the Tenants, and therefore I am permitting it.

Issues to be Decided

Is the Landlord entitled to compensation for damage to the rental unit or common areas?

Is the Landlord or the Tenant entitled to compensation for loss under the Act, regulation and/or tenancy agreement?

Is the Landlord authorized to retain any portion of the security deposit? Should the security deposit be doubled due to a failure of the Landlord to comply with section 38 of the Act?

Is either party entitled to recover their filing fee from the other party?

Background and Evidence

Both parties agree that this tenancy started on August 15, 2024, on a fixed term until August 31, 2025. The tenancy agreement indicates that the tenancy would convert to a month-to-month basis after the expiration of the fixed term. The rent was $4,000.00 due on the first day of each month and a security deposit in the sum of $2,000.00 was paid on July 23, 2024.

AN and CR are the Tenants who lived in the rental unit. SJ is AN's mother, and AS is CR's mother; both acted as guarantors on the tenancy agreement. At times I will refer to AS and CR as Tenants since they shared rights and obligations as guarantors. Both parties agree that the tenancy ended on August 31, 2025.

A move-in condition inspection occurred on August 16, 2024, and a move-out condition inspection occurred on August 31, 2025. Both parties had representation at the condition inspections. The Landlord points to signatures on the paper version of the move-out condition inspection report, apparently authorizing an unspecified amount as a deduction from the security deposit which was firmly denied at the hearing by the Tenants.

Tenant AN provided their forwarding address for the return of the security deposit on August 1, 2025. The Landlord states that the cotenant CR did not provide a forwarding address for the return of the security deposit until September 15, 2025, which is why they considered the 15-day timeline to file a claim against the deposit to have commenced on September 15, 2025.

Both parties acknowledge that the Landlord has returned $1,769.76 back to the Tenants but there is a slight dispute on the exact day. The Landlord argues it was sent by ETF on the late afternoon of September 15, 2025, which resulted in a banking delay; the Tenants argue that it was sent and received on September 16, 2025.

The Landlord states that the Tenants did not leave the rental unit reasonably clean, and therefore, had to hire professional cleaners to bring the rental unit to a reasonably clean state at a cost of $126.00. Specifically, the Landlord states that parts of the floor were dirty, and the oven fan was oily. The Landlord points to the photos contained in their move-out condition inspection report as well as the invoice to substantiate their claims.

In response, the Tenants argue that they hired the Landlord's recommended professional cleaners and paid $420.00 for their cleaning services and had provided the Landlord's own cleaning checklist to the cleaners who worked for 9 hours. The Tenants assert that the rental unit was reasonably clean. Separately, the Tenants argue that they were coerced into hiring professional cleaners as a clause of their tenancy agreement (clause #29), which was unenforceable. Therefore, the Tenants are seeking the $420.00 they paid for the professional cleaners from the Landlord.

The Landlord also states that two lightbulbs were burnt-out and not replaced by the Tenants at the end of the tenancy. Thus, the Landlord had to hire a handyman to come replace the two lightbulbs at a total cost of $141.62. The Landlord explained that they did not have a ladder, so they had to hire the handyman to do the work. One of the lights was part of the cabinetry in the kitchen and the other was above one of the showers. The Landlord points to the photos contained in their move-out condition inspection report as well as the invoice to substantiate their claims.

The Tenants state that they didn't know that the lightbulbs were burnt-out and argue that they were not sufficiently notified of the burnt-out lightbulbs because the move-out condition inspection report was difficult to navigate, because it was a digital program on a tablet.

Both parties acknowledge that, since their applications, the issue of the personal property as contained in the Tenants' application has been conclusively dealt with and is now moot.

Analysis

Is the Landlord entitled to compensation for damage to the rental unit or common areas?

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

Lightbulbs and labour - $141.62

The Landlord's invoice shows that the light bulbs were charged at a sum of $15.62 while the handyman service order was $120.00. I was not convinced that the Landlord needed to hire a handyman to change the lightbulbs, which did not appear to be complex, nor were they located at a particularly great height when reviewing the photos. I conclude that the hiring of a handyman was a failure to mitigate an easily preventable loss.

However, the Tenants ought to have changed the light bulbs that were burnt out – it was their responsibility to ensure that light bulbs were replaced as needed throughout the tenancy in accordance with Policy Guideline #1, Part P.

For these reasons I will award the cost of both the light bulbs to the Landlord in the amount of $15.62 as nominal damages.

Is the Landlord or the Tenant entitled to compensation for loss under the Act, regulation and/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

Cleaning (Landlord claim) - $126.00

Having reviewed the photos of the move-out inspection, I conclude that the rental unit was reasonably clean, as required by section 37 of the Act. The Landlord has failed to establish the validity of their claim, and therefore it is dismissed without leave to reapply.

Cleaning (Tenant claim) - $420.00

Any clause requiring a professional clean of the rental unit would have been unenforceable, because section 5(2) of the Act prevents any one from contracting out of the Act. Clause #29 from the tenancy agreement indicates that the Tenants had to "pay the Landlord for the professional cleaning of the carpets upon termination of the tenancy agreement. The Tenant consents that the cost of professional carpet cleaning will be deducted from the security deposit." This clause is unenforceable and not in effect. However, by not educating themselves of the cleaning standards as provided in the Residential Tenancy Act, or asserting their rights, the Tenants failed to mitigate their

claimed loss – there was no requirement for them to hire professional cleaners but they did so anyway.

I also conclude that the Tenants still benefitted from hiring the cleaners, who performed labour and brought the rental unit to at least a reasonable level of cleanliness as required by the Act. Even if it cannot be legally required, many tenants still choose to hire professional cleaners when they are vacating a rental unit.

For these reasons, I conclude that the Tenants have failed to establish the validity of their claim, and therefore it is dismissed without leave to reapply.

Personal property (Tenant claim) - $1,900.00

This claim has been rendered moot as the personal property was confirmed to have been successfully reclaimed by the Tenant. I make no findings on the merits of the claim or relating circumstances – only that the issue is rendered moot and therefore dismissed without leave to reapply.

Is the Landlord authorized to retain any portion of the security deposit? Should the security deposit be doubled due to a failure of the Landlord to comply with section 38 of the Act?

It is already a confirmed fact that the Landlord received the forwarding address from one of the cotenants, AN, on August 1, 2025. It is also confirmed that the tenancy ended on August 31, 2025. The Landlord returned $1,769.76 on September 15, 2025 – I have concluded that it is more likely that the Landlord initiated the ETF transfer on September 15, 2025, and that a banking delay resulted in the Tenants' receipt of the funds on the following day. The Landlord filed their claim against the security deposit on September 16, 2025.

As discussed at the hearing, the crux of the security deposit analysis rests on whether the Landlord had the entitlement to await the second forwarding address from the co-tenant CR as the final trigger to start the 15-day timeline to make their claim against the security deposit as per section 38(1) of the Act.

Although the Landlord pointed to an apparent authorization by the Tenants to deduct an unspecified amount from the security deposit "upon receipts" – I conclude that this was never a clearly specified amount and, if anything, the receipt(s) had to be provided and then authorization for any specified amount(s) needed to be confirmed afterwards. I also note that the representatives of the Tenants at the hearing firmly denied any authorization to deduct from the deposit during the move-out condition inspection or afterwards. On the balance of probabilities, I conclude that the Tenants did not authorize any portion of their security deposit to be retained by the Landlord.

Policy Guideline #13 – Rights and Responsibilities of Co-Tenants, Part H discusses security and pet damage deposits. It states that, regardless of who paid the deposit, any

tenant may agree in writing to allow the landlord to keep all or part of the deposit for unpaid rent or damages or may apply for dispute resolution for the return of the deposit. Additionally, the landlord may return the deposit(s) plus interest to any tenant who is named on the tenancy agreement, regardless of who paid the deposit.

By the logic above, there is no differentiation of deposit(s) between cotenants, including any considerations for timelines for returning the deposit(s). This makes further sense when considering that cotenants are jointly and severally responsible for tenant obligations under the tenancy agreement – barring any explicit terms in a tenancy agreement that suggest otherwise. Observing the tenancy agreement, I do not see any differentiation between AN or CR's deposit(s) – it was $2,000.00 paid to the Landlord together for them both.

For all these reasons I conclude that only one of the Tenants were required to provide their forwarding address to trigger the commencement of the Landlord's 15-day timeline to claim against the deposit. Therefore, the Landlord ought to have made their claim by September 15, 2025, at the latest. By not doing so, in accordance with section 38(6) of the Act, the security deposit must be doubled against the Landlord.

Thus, the Tenants are entitled to a Monetary Order in the sum of $2,268.17 which is including interest and accounting for the amount already returned to the Tenants.

Is either party entitled to recover their filing fee from the other party?

As both parties had success in their claims, both parties are entitled to recover their filing fee from the other party.

Conclusion

I grant the Tenant a Monetary Order in the amount of **$2,252.55** under the following terms:

Monetary Issue	**Granted Amount**
Remainder of security deposit plus all accrued interest	$268.93
Double the deposit	$2,000.00
Burnt-out lightbulbs	-$15.62
Filing fee (Landlords)	-$100.00
Filing fee (Tenants)	$100.00
Total Amount	**$2,252.55**

I grant a Monetary Order to the Tenants in the amount of $2,252.55. 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 and enforced in the Small Claims Court of British Columbia 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 16, 2025

Residential Tenancy Branch