

## **DECISION**

### **Introduction**

This hearing dealt with the Tenant's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) filed October 6, 2025, for:

- a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act
- a Monetary Order for the return of all or a portion of their security deposit and/or pet damage 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

The Landlord filed a cross-application on October 7, 2025, heard at the same time, requesting:

- 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.

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

Although each party described issues with serving and receiving documents from the other party, I find each party duly served with notice of the hearing in their own applications. I find little prejudice in proceeding because each party attended the hearing and provided detailed testimony on all of the issues.

### **Preliminary Matters**

Although the Tenant disputed receiving the Landlord's evidence, I find the Landlord submitted proof that they served their evidence to the Tenant via Purolator on October 11, 2025. The tracking report indicates the Landlord's evidence was delivered to the Tenant's forwarding address (their father's address) on October 15, 2025. The Landlord also emailed their evidence to the Tenant during the hearing. Since the Tenant should be prepared to receive documents at any forwarding address they provide, I find the Landlord complied with the requirements for service and I will consider their evidence.

The Tenant provided proof that they served their evidence to the Landlord via Fedex with signature option on October 9, 2025. The tracking report indicates the package was available for pickup by October 10, 2025. The Tenant says the Landlord refused the package. The Landlord acknowledges receipt of approximately six photographs from the Tenant. I find the Tenant complied with the rules for serving their evidence and I will allow their evidence.

Since the evidence from both parties consists of similar screenshots of text and email communications between the parties and photographs of the rental unit, I find limited benefit to allowing the parties more time to review each other's evidence. I find it reasonable to proceed as scheduled without prejudice to either party.

### **Issues to be Decided**

Is the Tenant entitled to the return of the rent paid for October 2025?

Is the Landlord entitled to compensation for cleaning and damages to the unit?

Is the either party entitled to the security deposit?

Is the Tenant entitled to their filing fee?

### **Background and Evidence**

The parties agree they did not have a written tenancy agreement although they signed an addendum to the Landlord's tenancy agreement adding the Tenant as an occupant. The parties did not share a kitchen or bathroom.

The Tenant began occupying the rental unit around July 25, 2025. The Tenant provided a deposit of \$600.00 to the Landlord on July 25, 2025. Interest of \$1.97 accrued on the deposit to the date of the hearing.

The Tenant paid the monthly rent of \$1,200.00 to the Landlord starting August 1, 2025.

The parties did not complete a formal move in or move out inspection report document.

The Tenant paid rent for September and October 2025. The Tenant's application indicates the Tenant also paid \$50.00 for utilities for October. The Tenant gave notice to end the tenancy by email and posting to the Landlord's door on September 29, 2025, with an effective date of September 30, 2025. The Tenant included a forwarding address in their notice to end the tenancy. They say they vacated the rental unit by September 30; the Landlord says it was October 1, 2025.

The Tenant says they ended the tenancy because they feared for their safety after their dispute with the Landlord escalated on September 27, 2025.

The Tenant says the Landlord banged on their door repeatedly on September 27, 2025. The Landlord denies this. The Landlord says they called the police to perform a wellness check on the Tenant. The police attended on September 27, 2025.

The Tenant says they believe the Landlord entered their unit without notice on September 28, 2025, because they noticed the doors to their unit were unlocked and a cereal box that had been on the door handle was on the floor. The Landlord denies entering the unit.

During the short tenancy, the parties discussed issues with the location of the Tenant's Wi-Fi Router, use of the shared laundry, use of the shared garbage and recycling, the cleanliness of the rental unit, issues with rodents and mold, and the Tenant's use of the garage to enter their unit.

The Tenant says the rental unit was moldy and caused them breathing problems. The Tenant says the roof was leaking and the unit had condensation and poor ventilation, causing mold issues.

The Landlord says the roof has a tarp over it and is not actively leaking. The Landlord says they performed moisture readings indicating the unit was dryer than the upstairs where the Landlord resides. The Landlord says any issues the Tenant had with mold were due to their own failure to clean and due to leaving wet clothing on the floor or in the sink.

The Landlord says the Tenant's failure to clean attracted rodents. The Tenant says they had issues with rodents from the outset of the tenancy and that traps were set out in the garage before the Tenant moved in. The Landlord confirms they had previous issues with rodents but says the rodents were dormant for the last year until the Tenant moved in. The Landlord says they have not arranged for pest control, but they have taken steps to address the problem themselves with traps and proper food and garbage storage.

The Landlord says they texted the Tenant asking them to follow the house rules and then the Tenant's behaviour escalated and became more erratic, leading them to contact the police to preform a wellness check.

After the Tenant vacated the rental unit, the Landlord says the unit was left unclean. The Landlord spent hours cleaning the unit and missed work. The Landlord says the laminate flooring was damaged by the Tenant. The Landlord says the house was constructed in the 1970s or 80s and the laminate flooring was likely installed at that time.

## **Analysis**

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.

### **Is the Tenant entitled to the return of the rent paid for October 2025?**

Under section 45(3) of the Act, if a landlord has failed to comply with a material term of the tenancy agreement and has not corrected the situation within a reasonable period after the tenant gives written notice of the failure, the tenant may end the tenancy effective on a date that is after the date the landlord receives the notice.

The Tenant argues that they have the right to end the tenancy without notice due to their concerns for their safety after the alleged incidents on October 27 and 28, 2025. Thus, the Tenant requests the return of the \$1,250.00 rent and utilities they paid for October 2025.

Given the Landlord's dispute of the events described by the Tenant, I find the Tenant has failed to provide evidence over and above their testimony to establish their right to end the tenancy without notice. For example, there is no police report confirming harassing, violent or dangerous behaviour by the Landlord against the Tenant.

I find the Tenant was aware of the tarp on the roof and the rodent traps in the laundry area prior to occupying the rental unit. I find the Tenant's actions likely contributed to the issues they experienced with mold and rodents. Therefore, I find the Tenant has not established that these issues allowed them to end the tenancy without notice.

I find the Tenant was obligated to provide one month's notice to end the tenancy under section 45 of the Act. Therefore, I decline to award compensation for the return of the rent paid for October 2025. This portion of the Tenant's application is dismissed, without leave to reapply.

### **Is the Landlord entitled to compensation for cleaning and damages to the unit?**

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

### **Damages**

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.

Section 21 of the regulations says:

In dispute resolution proceedings, a condition inspection report completed in accordance with this Part is evidence of the state of repair and condition of the

rental unit or residential property on the date of the inspection, unless either the landlord or the tenant has a preponderance of evidence to the contrary.

Given the lack of inspection reports in this matter and the Tenant's dispute of damage to the flooring, I find the Landlord is required to provide a preponderance of evidence to establish their claim for damages. I find there is insufficient evidence that the Tenant caused damage to the flooring in the unit beyond wear and tear.

Given the history of rodent activity at the unit, I am not convinced that the Tenant bears responsibility for any damage or cleaning due to rodent activity.

### Cleaning

Section 37 of the Act says a Tenant must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear. I note that the level of clean required at the end of tenancy is based on reasonableness. A professional level of cleaning is not required. According to Policy Guideline 1, the Tenant is responsible for cleaning inside the fridge and stove and behind and under the stove and refrigerator if they are on rollers. I find the Tenant is responsible to clean the bathroom. However, I note that some mold stains cannot be removed with reasonable cleaning.

Based on the photos submitted, I find inside the appliances, and the area below and behind the appliances was not reasonably clean at the end of the tenancy. The bathroom was not reasonably clean but may have been stained.

Despite the Landlord's testimony that it took many days to clean the rental unit, on a balance of probabilities, I find it two hours is a reasonable time to make the unit reasonably clean given the age and character of the unit.

This would be adequate time to clean under and around the appliances and to address the other unclean areas including smudges on the walls and doors, and soap scum and mold in the bathroom, to bring the unit to a reasonable state of cleanliness.

The Landlord has not provided an invoice for their cleaning costs. However, I find it reasonable to estimate a charge of \$50.00 per hour for cleaning. Therefore, I award the Landlord **\$100.00** towards their claim for cleaning costs.

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

### **Is the either party entitled to the security deposit?**

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 29,

2025, and the Landlord made their application on October 7, 2025, I find the Landlord applied within 15 days as required.

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. I find the Landlord's right to claim for *damages* was extinguished.

Under Policy Guideline 17, 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, the Arbitrator will award double the deposit returned to the Tenant. However, since the Landlord's application includes a claim for cleaning, which qualifies as a claim for "other than damages" to the rental unit, I find the Landlord met their obligation to file the application within 15 days, and I will not double the value of the security deposit held by the Landlord.

Under section 72 of the Act, I allow the **Landlord to retain \$100.00** from the Tenant's security deposit in satisfaction of the monetary award for cleaning. I find the Tenant is entitled to an order for the return of the balance of the deposit plus interest.

### **Is the Tenant entitled to their filing fee?**

As the Tenant was partly successful in their application, I find they are entitled to recover the cost of their **\$100.00** filing fee from the Landlord under section 72 of the Act.

### Summary

<b>Monetary Award</b>	<b>Amount Granted</b>
Value of deposit held in trust by Landlord	\$601.97
Authorization for the Landlord to retain compensation for cleaning under sections 37 and 67 of the Act	- \$100.00
Authorization for Tenant to recover the filing fee under section 72 of the Act	\$100.00
<b>Balance owing to the Tenant</b>	<b>\$601.97</b>

### **Conclusion**

I authorize the Landlord to retain \$100.00 from the deposit as satisfaction for their claims under sections 37 and 67 of the Act. The remainder of the Landlord's application is dismissed without leave to reapply.

I grant the Tenant a monetary order for **\$601.97** for the return of their security deposit plus interest under section 38 of the Act, and for the recovery of their filing fee for their application under section 72 of the Act. The Tenant must serve this order on the Landlord as part of the enforcement process. 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.

The remainder of the Tenant'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 15, 2025

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Residential Tenancy Branch