



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

DECISION

Dispute Codes MNDL-S, LRSD, FFL / MNSDB-DR

Introduction

This reconvened hearing dealt with Applications for Dispute Resolution (Applications) from both parties under the *Residential Tenancy Act* (the Act), which were crossed to be heard simultaneously.

The Landlords seek:

- Compensation for damage to the rental unit under sections 32 and 67 of the Act;
- Authorization to retain the Tenant's security deposit under section 38 of the Act; and
- To recover cost of the filing fee for their Application from the Tenant under section 72 of the Act.

The Tenant seeks:

- The return their security deposit under sections 38 and 67 of the Act.

A previous hearing took place on November 14, 2025 which was adjourned under an interim decision of the same date. This Decision should be read in conjunction with the interim decision which addressed service of records and adjournment.

Service of Notice of Dispute Resolution Proceeding and Evidence

At the reconvened hearing, the parties confirmed receipt of the Notice of Dispute Resolution Proceeding Package and the other's evidence. No issues with service were

raised. Given this, I find that these records were served as required under sections 88 and 89 of the Act.

Preliminary Issues

Amendments

The Landlords requested compensation for removal of junk with their claim for damage to the rental unit. Strictly speaking, this would not be considered damage. Under section 64(3)(c) of the Act and rule 7.12 of the *Rules of Procedure* (the Rules) I therefore amend the Landlords' Application so that the request for junk removal is considered under a claim for compensation for loss under the Act, *Residential Tenancy Regulation* (the Regulation), or tenancy agreement.

The claim for junk removal is clearly outlined in the Application. As such, I find this amendment does not unfairly prejudice the Tenant.

I also amended the Tenant's Application to give the correct legal name of the Landlords' Agent, who took no issue with being named as a party to the dispute, and would in any case meet the definition of "landlord" under section 1 of the Act.

Partial settlement

Under section 63 of the Act, an arbitrator may assist the parties to settle their dispute. Section 64.2 of the Act states that if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order.

During the hearing the parties were able to reach a compromise and achieved a resolution of one of the Landlords' claims raised in this Application on mutually agreed terms.

Both parties agreed that the Tenant will compensate the Landlords the sum of \$577.50 in full satisfaction of the Landlords' claim to for junk removal costs outlined in the first claim on the Monetary Order Worksheet. The parties agreed that the Landlords may retain \$577.50 from the Tenant's security deposit.

As the parties have reached a settlement of this matter, I make no factual findings about the merits of this claim.

Issues to be Decided

- Are the Landlords entitled to the requested compensation?
- Can the Landlords retain the Tenant's security deposit and pet damage deposit, or is the Tenant entitled to their return?
- Can the Landlords recover the filing fee for their Application from the Tenant?

Background and Evidence

The parties were given an opportunity to present evidence and make submissions. I have reviewed all written and oral evidence provided to me by the parties, however, only the evidence relevant to the issues in dispute will be referenced in this Decision.

The parties agreed on the following regarding the tenancy:

- The tenancy began on April 1, 2024 and ended on October 1, 2025 after the Tenant provided notice to end the tenancy.
- Rent was \$2,750.00 per month due on the first day of the month throughout the tenancy.
- There is a written tenancy agreement, a copy of which was entered into evidence.
- The tenancy agreement lists three tenants – the Tenant, JA and BM – though after around 8 months into the tenancy, JA and BM vacated and the Tenant remained in the rental unit until October 1, 2025.
- A security deposit of \$1,375.00 was paid on March 29, 2024 and a pet damage deposit of \$1,375.00 was paid on November 15, 2024. The Landlord still holds both deposits.

The Landlords' claims

When inspecting the rental unit with the Tenant on October 1, 2025, the Landlords' Agent noticed dirt, scuffs, pet scratches, and nail holes they characterised as damage on the wall of the rental unit in every room apart from the bathroom. It was accepted there were no conditions in the tenancy agreement that imposed restrictions on the

Tenant regarding hanging items on the walls. The Landlord's Agent affirmed the walls were painted around two years ago.

The Landlords provided photographs of the rental unit which their Agent indicated were taken on October 1, 2025. A condition inspection report was also provided as evidence. Two pages were omitted and neither party signed the section relating to the start of tenancy condition. The Landlord's Agent was not present at the move-in inspection. The end of tenancy condition is signed by both the Tenant and the Landlord's Agent.

The front and back doors of the rental unit were damaged during the tenancy. The front door was broken by police responding to a request for help. The back door was believed to have been damaged by another occupant of the rental unit. There was also a hole made in one of the shed walls, which had been taped over. The Landlord's Agent indicated their belief that the hole was more in line with a punch hole, rather than one made by rats, as alleged by the Tenant.

It was alleged that the Tenant's cats damaged window screens in the master bedroom and third bedroom in the rental unit. Images were provided as evidence, though no receipts were submitted by the Landlords.

Three keys were provided at the start of the tenancy, though it was the Landlords' position that only one was returned by the Tenant at the end of the tenancy. The Tenant provided around ten keys in total, but only one of them worked for the front door. The Landlords seek the costs of copying two more keys, which have not been copied yet and no records supporting the loss claimed were provided. The Landlord's Agent indicated it was their intention to go to a key copying service at Canadian Tire or similar.

The Landlords' Agent testified that shortly after the Tenant vacated – precise date unknown – they found junk underneath the siding of the rental unit and in yard waste bins that they had not previously noticed. The junk consisted of clothes and items of furniture. It was argued that it was unlikely to be a passerby who left the junk since it would entail entering the residential property and knowing where the bins were and where there was space under the rental unit. The Landlords seek to recover costs based on TaskRabbit quotes.

When conducting the end of tenancy inspection, it was noticed that the handle to the outdoor faucet had snapped off. A photograph of the faucet was provided and records of WhatsApp correspondence with a plumber regarding its repair.

The Landlords' Agent affirmed that a shelf in the freezer was missing by the end of the tenancy and both crisper drawers in the refrigerator were cracked. The age of the appliance is unknown. The Landlords seek costs based on the purchase price for replacement online, plus shipping.

The Landlords' claims are summarized as follows:

Claim	Amount
Painting	\$1,300.00
Door and shed wall repairs	\$450.00
Window screens	\$94.50
Replacement keys	\$10.00
Additional junk removal	\$70.00
Faucet repair	\$270.00
Freezer shelf and crisper drawers	\$375.74
Total	\$2,570.24

The Tenant's response

The notion the walls were painted two years ago was disputed by the Tenant. They took the position that their tenancy was a year and a half long, and the walls did not look freshly painted when the tenancy began and were in need on painting even then.

The Tenant indicated that from their perspective, the move-in inspection was rushed, and they remembered little of it. The Tenant testified that the walls of the rental unit had not changed much during the tenancy, and they believed only wear and tear took place.

The Tenant did not dispute the doors and frames were damaged as alleged by the Landlords' agent, though argued they were not responsible as the front door was damaged through an emergency response situation. Further, a previous roommate who had been removed from the property caused the damage to the rear door when they tried to break back in. The Tenant argued that the shed was very old and the holes in question were made by rats.

The Tenant indicated that in their eyes, there were no changes to the window screens during the tenancy and that there was inconclusive proof from the Landlords' side that any damage was linked to them.

The Tenant indicated they found ten keys around the rental unit and returned these to the Landlords. They were unsure if they keys worked.

The Tenant disputed leaving the additional junk as described by the Landlords' Agent and indicated they had been upfront about other items left behind on the property elsewhere. They also took the position the yard waste bins were left out for collection at the time they vacated.

The Tenant denied damaging the faucet and argued that there was no hose in place during the tenancy so they could not use it. They affirmed the move-out inspection took over 50 minutes and the issue was not raised at any stage.

The Tenant affirmed there was never a shelf in the freezer and the crisper drawers were already cracked and needed replacement when the tenancy started, and as they were knocked around during the tenancy, the cracks got worse.

Claims against the security deposit and pet damage deposit

It was agreed that there was a move-in inspection of the rental unit, though for reasons unknown to either party, the report was not signed. The end of tenancy inspection was attended by the Tenant and the Landlords' Agent, who both signed the report. The parties agreed that the Tenant provided their forwarding address in writing on October 1, 2025 on the end of tenancy report.

Analysis

Rule 6.6 states that 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. The onus to prove their case is on the person making the claim.

Are the Landlords entitled to the requested compensation?

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 Landlords 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 breach 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 Landlords followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

I will address the Landlords' claims in turn.

Painting costs

Section 32(3) of the Act states that a tenant must repair damage to the rental unit caused by the actions or neglect of the tenant, or a person permitted on the residential property by the tenant.

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

For the purposes of a landlord's claim for damage, not only is the condition of the rental unit at the end of the tenancy of relevance, but when it comes to assessing any alleged damage to the rental unit, the condition at the start of the tenancy is also of importance as this allows for the scope and nature of any purported damage during the tenancy to be determined.

A tenant is only responsible for damage caused by them, and not for wear and tear, and it is for the Landlord to prove on a balance of probabilities any damage was caused by the Tenant as a starting point for their claims relating to damage to the rental unit. In order to be successful in their claim for cleaning costs, the Landlord must prove the Tenant failed to leave the rental unit reasonably clean at the end of the tenancy.

As set out in section 21 of the Regulation, a condition inspection report is evidence of the state of repair and condition of the rental unit on the date of the inspection, unless either the landlord or the tenant has a preponderance of evidence to the contrary. The Landlords provided a condition inspection report. Though two pages were missing and neither party signed the section relating to the start of tenancy condition of the rental

unit. The Landlords' Agent was not present at the move-in inspection and the Tenant appeared to have little knowledge of the contents of the start of tenancy report, having not been present for much of the inspection. From this, I find the start of tenancy section of the report carries no evidentiary weight in terms of speaking to the condition of the rental unit at the beginning of the tenancy. I find insufficient evidence to indicate the Tenant or either of the other two tenants who were party to the agreement, or any agent of theirs, agreed to the contents of the start of tenancy report.

Findings on the general evidentiary value of the start of tenancy report aside, even if the contents of the report were accepted, I find there is little evidence of a marked difference in the condition of the walls of the rental unit by the end of the tenancy. The description of the walls in each section of the rental unit are the same at both the start and end of the tenancy, apart from the master bedroom which is listed as "fair" for both, though "nails and holes" are listed in the end of tenancy description. The living room is seen to change from "fair" to "poor" but little else is given by way of description. And bedroom two is seen to be "fair" for both the start and end, though "repaint" is seen on the end of tenancy report.

I reiterate my finding that the start of tenancy report carries no weight, I make the above observation to illustrate that even if the contents of the report were accepted as accurate, there is still minimal changes to the walls during the tenancy according to the report.

The Landlords provided no start of tenancy photographs of the rental unit. The Landlords' Agent affirmed the rental unit was painted around six months before the tenancy began. This was disputed by the Tenant and given only the kitchen walls are seen to be record in "good" condition, with the rest "fair", this gives me significant pause in accepting the testimony of the Landlord's Agent.

I also find the post-tenancy photographs provided by the Landlords do not show a significant level of damage considering the length of the tenancy, even if it were accepted the walls and doors were in good condition at the start of the tenancy. I find there are minimal nail holes in one bedroom wall. As noted in section J of Policy Guideline 1 - *Landlord & Tenant – Responsibility for Residential Premises*, most tenants will put pictures up during a tenancy. It was undisputed that there were no terms restricting use of nails or hanging methods. I do not find the amount of nail holes to be excessive or unreasonable.

In summary, because of the significant frailties in the Landlords' evidence that speaks to the start of tenancy condition of the rental unit, I find the Landlords have failed to establish the Tenant caused damage to the rental unit that would amount to a breach of sections 32 or 37 of the Act. I therefore dismiss the claim without leave to reapply.

Door and shed wall repairs

It was undisputed that during the tenancy, the front and back door were broken open by the police and a former occupant of the rental unit respectively. I find the photographic evidence of the Landlords shows significant and noticeable cracks in the frames of the doors they would clearly be considered damage.

Though the Tenant took the position the cause of the break-ins was beyond their control, I find there was sufficient proximity to the Tenant in both instances and this is not a case where a random event or a source completely uncorrected to the Tenant or the rental unit caused the damage that would mean it is unconscionable for the Tenant to bear responsibility. I also find it would be unconscionable to leave the Landlords without a remedy in this situation.

From the above, I find Landlords have established their claim regarding both doors. I issue a payment order of \$300.00 regarding this claim. The invoice from the contractor who carried out the work is not itemised, though there appears to be steps to mitigate the loss from the Landlords' side by having the doors repaired rather than replaced so in the circumstances I find \$300.00 a reasonable amount.

I find the Landlords have failed to establish the element of this claim relating to the shed wall. It was undisputed that the hole occurred during the tenancy, though Tenant disputed they caused it, affirming rats made the hole. I find the Tenant's position here is plausible, but I dismiss this claim for loss chiefly based on the shed being in a clearly dilapidated state, with the addition of a hole covered in tape appearing to do little to reduce its functioning or aesthetic quality.

Window screens

I have already outlined the frailties in the Landlords' evidence that speaks to the condition of the pre-tenancy condition of the rental unit. The Tenant disputed there was any change in the condition of the window screens during the tenancy with testimony I found to be plausible. The monetary amount claimed was also unsupported by

corroborating evidence. In these circumstances, I find the Landlords have failed to establish this claim, which I dismiss without leave to reapply.

Replacement keys

Section 37(2)(b) of the Act requires a tenant to give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property when they vacate.

It was undisputed that there were three sets of keys given to the Tenant at the start of the tenancy. The Tenant's oral evidence indicates that they gave ten keys back to the Landlords, but they were unsure if any of them matched the doors of the rental unit. Given this, I find the affirmation of the Landlords' Agent that only one key matched the door is entirely plausible. From this, I find it more likely than not that the Tenant breached their obligation under section 37(2)(b) of the Act as set out above.

Though the cost claimed were undocumented, I find the amount sought is reasonable and in keeping with typical key copying costs. I grant the claim in full and issue a payment order of \$10.00 in the Landlords' favour.

Additional junk removal

I find the Landlords' photographic evidence supports the testimony of their Agent where they indicated debris, clothes and small furniture items were left behind under the rental unit, and in yard waste bins. Though the Tenant took the position this was left after they had vacated, I do not find this to be plausible, and it would seem unlikely a passer by would make the effort to trespass onto the residential property to hide junk in such a manner.

From the above, I find the Landlords have established the Tenant breached their obligation to leave the rental unit reasonably clean as set out in section 37(2)(a) of the Act. I also find the costs claimed are reasonable and supported by written evidence. I grant the claim in full and issue a payment order of \$70.00 in the Landlords' favour.

Faucet repair

The purported damage to the outdoor faucet handle was not recorded in the end of tenancy condition inspection report. The Landlords had the opportunity to document any

issue with the condition of the faucet at the end of the tenancy, had there been one, though they did not. In these circumstances, I find the Landlords' photographic evidence is insufficient evidence to establish a link between the state of the faucet and a breach on the Tenant's part.

The fixture in any case also appears very dated and in all likelihood past its useful life per Policy Guideline 40 - *Useful Life of Building Elements*, so any fault is not surprising and may well be due to reasonable wear and tears, and replacement would be inevitably had to happen soon. I dismiss the claim without leave to reapply.

Freezer shelf and crisper drawers

Again, I will not repeat the issues I find with the Landlords' evidence regarding the pre-tenancy condition of the rental unit. I find this makes discerning any change in the condition over the course of the tenancy problematic. The Tenant denied there was a shelf in the freezer at the start of the tenancy and that the crisper drawers already had cracks in, which spread during the tenancy. I find the Tenant's position here is at least as plausible as the Landlords'. I find the Landlords have failed to establish their evidence burden in this claim, which I therefore dismiss without leave to reapply.

Summary

The Landlords are issued a payment order as follows:

Claim	Amount
Junk removal (through settlement)	\$577.50
Door and shed wall repairs	\$300.00
Replacement keys	\$10.00
Additional junk removal	\$70.00
Total	\$957.50

Can the Landlords retain the Tenant's security deposit and pet damage deposit, or is the Tenant entitled to their return?

Section 38(1) of the Act requires a landlord to either repay the security deposit and pet damage deposit to the tenant or make an application for dispute resolution claiming against the deposits within fifteen days of the tenancy ending and receiving the tenant's forwarding address in writing, whichever is later.

Section 38(6) of the Act states that if a landlord does not take either of the courses of action set out in section 38(1) of the Act, the landlord may not make a claim against the deposits and must pay the tenant double the amounts held.

It was undisputed that the tenancy ended on October 1, 2025 and the Tenant provided their forwarding address to the Landlords on the same day on the end of tenancy condition inspection report. The Landlords submitted their Application on October 15. Given this, the Landlords have applied within the fifteen-day timeframe set out in section 38(1) of the Act.

Though I find the Landlords have extinguished their right to claim against the deposit for damages under section 24(2) of the Act by failing to adequately prepare a condition inspection report, given the lack of signatures of the parties, they retain the right to claim for other losses such as those relating to cleaning, as the Landlords has done in this case. The definition of "security deposit" set out in section 1 of the Act makes it clear the deposit is held as security for any liability or obligation of the tenant respecting the residential property. Section 72(2)(b) of the Act also allows an arbitrator to order deductions from a pet damage deposit if they order a payment from a tenant to a landlord. From this, I find the doubling provisions of section 38(6) of the Act do not apply here.

As I have made a payment order in favour of the Landlords, as outlined previously in this Decision, I authorize the Landlords to retain \$957.50 from the Tenant's security deposit and pet damage deposit in partial satisfaction of the payment order under section 72(2)(b) of the Act.

Nothing before me indicated the Tenant extinguished their right to the return of the security deposit by failing to participate in an inspection of the rental unit, per sections 24 and 36 of the Act or by abandoning the rental unit. Given this, I order the Landlords to return the remainder of the deposits to the Tenant, with interest.

Per section 4 of the Regulation, interest on security deposits is calculated at 4.5% below the prime lending rate. The amount of interest owing on the security deposit was calculated as \$40.94 and \$17.31 on the pet damage deposit. The interest was calculated using the Residential Tenancy Branch interest calculator using today's date.

Can the Landlords recover the filing fee for their Application from the Tenant?

As the Landlords were only partially successful in their claim, I find they are entitled to recover \$50.00 of the \$100.00 filing fee from the Tenant under section 72(1) of the Act.

Conclusion

The Landlords' Application is granted in part. The parties reached a settlement regarding one of the Landlords' claims. The Landlords may retain \$957.50 from the Tenant's deposits in respect of their claims for compensation, and a further \$50.00 regarding the filing fee. The Landlords must return the remainder of the deposits to the Tenant with interest.

The Tenant is issued a Monetary Order. A copy of the Monetary Order is attached to this Decision and must be served on the Landlord. It is the Tenant's obligation to serve the Monetary Order on the Landlord. The Monetary Order is enforceable in the Provincial Court of British Columbia (Small Claims Court). The Order is summarized below.

Item	Amount
Return of deposits	\$2,750.00
Interest on the deposits	\$58.25
Less: payment order in the Landlords' favour	(\$957.50)
Less: filing fee	(\$50.00)
Total	\$1,800.75

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