

DECISION

Introduction

This decision deals with applications for Dispute Resolution from both the Landlord and the Tenants.

The Landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) is for:

- a Monetary Order for unpaid rent under section 67 of the Act
- 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 Tenants' 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 Tenants under section 72 of the Act

The Tenants' Application for Dispute Resolution under the Act is 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

L.S. and P.C. attended the hearing for the Tenants.

K.L. attended the hearing for the Landlord.

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

The parties acknowledged receipt of the other party's documents. No issues of service were raised. I find each party served the other under sections 88 and 89 of the Act.

Issues to be Decided

Is the Landlord entitled to a Monetary Order for unpaid rent or utilities?

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 deposit in partial satisfaction of the monetary award requested? Are the Tenants entitled to the return of their security deposit from the Landlord?

Is either party authorized to recover the filing fee for their application from the other?

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 July 1, 2024, with a security deposit of \$4,400.00 and a pet damage deposit of \$4,400.00. Rent was \$8,800.00, due on the first day of the month. The Tenants vacated the rental unit on June 30, 2025.

The Landlord provided a copy of the condition inspection reports completed by the parties together. The one completed when the Tenant's moved in states the condition for every element in every room. The condition inspection report completed at the end of this tenancy does not state the condition of any room or element, but it has which refer to outstanding utilities. There are also additional "after inspection notes" written by the Landlord.

The Landlord amended their application several times. Their total claim is \$13,401.33. I organize their claims as follows:

Issue	Detail	Amount
Rent and Utilities	Utilities	\$223.44
Damage	Garage door remote	\$166.95
Damage	Chairs	\$1,579.2
Damage	Cable	\$26.90
Damages	Air purifier	\$5.88
Damage	Repainting	\$1,117.33
Damage	Carpet	\$4,482.76

Damage	Mattress	\$671.16
Compensation	Loss of rental income 10 days	\$2,933.33
Compensation	Cleaning	\$341.25
Compensation	Hedges	\$1,470.00
Compensation	Carpet cleaning	\$270.00
Compensation	Printing and mailing dispute materials	\$112.83
	Total	\$13,401.03

Rent and Utilities

L.S. agreed to pay the \$223.44 utilities charges but denied responsibility for all other claims.

The Tenants argued that they Landlord should be required to return their security deposit, less the amount agreed for utilities.

Damage to the Rental Unit

Garage Door Remote

The Landlord testified that they provided two garage door remotes to the Tenants at the start of this tenancy which worked to open and close both garage doors. At the end of the tenancy the Tenant returned two garage door remotes to the Landlord but they both only opened the same door. The Landlord paid \$166.95 to reprogram the remotes so they could open both doors.

The Tenants agreed that they when the tenancy ended the remotes only worked on one door. They agreed to pay the Landlord's costs to reprogram one of the remotes.

Chairs

The Landlord testified that the Tenants damaged four dining room chairs during this tenancy. Two of these chairs had arms and were more expensive than the other two. They provided photos and videos of the chairs from the end of this tenancy. The Landlord provided a screenshot from the online retailer of the chairs to show how much they will have to pay once they replace the chairs. The Landlord testified that they purchased these chairs in 2016.

L.S. testified that the chairs were damaged at the start of this tenancy. The Landlord told the Tenants that they could throw them away if they didn't like.

Cable

The Landlord testified that one of the Tenants' pets chewed through an internet cable. The Landlord provided a photo of the cable, and a screenshot from the online retailer for the replacement cost. The Landlord believes they purchased the cable in 2016.

The Tenants denied that their pets chewed the cables. The Tenants believe the damage is a scratch or mark and is wear and tear.

Repainting, Carpet, Mattress

The Landlord testified that the Tenants smoked inside the rental unit during their tenancy, which left an odour at the end of the tenancy. The Landlord provided a written statement from a neighbour which states that they saw a tenant smoking outside the rental unit. Another written statement from a neighbour stated that there was a smell of smoke inside the rental unit. The people who wrote the statements did not testify. The Landlord provided photos of cigarette butts in the garage.

The Landlord testified that due to the odor from smoking, they must paint, replace the carpet, and replace a mattress. The Landlord also purchased odour blocking devices. The Landlord tried to use an ozone purifier, but it did not get rid of the smell.

The Landlord provided an estimate to paint two bedrooms in the basement, which is required to cover up the smell. The Landlord testified that the paint was nine years old.

The Landlord testified that the carpet is nine years old. They provided an invoice for the carpet. The mattress was also nine years old. The Landlord provided a screenshot from an online retailer to prove the cost of a mattress.

L.S. testified that no one smoked inside the rental unit during their tenancy. They testified that the Landlord did not complain about the smell of smoke when they completed the condition inspection report.

Compensation

Loss of rental income

The Landlord testified they claimed for 10 days of lost rental income because that is how long it will take for technicians to complete work like carpet installation.

The Tenant denied causing any damage in the rental unit. They argued that if the Landlord wants to fix up the basement before they re-rent it, the Tenants should not have to pay for that.

Cleaning

The Landlord testified that the tenants did not clean the rental unit before the end of this tenancy. The Landlord provided photos to show that the floors were not swept, there was garbage left behind, appliances were not wiped out, and carpets were not vacuumed.

L.S. testified that the condition inspection report does not state that the rental unit was dirty. After the parties completed the condition inspection the Tenants still needed to wipe out the sink, but the Landlord told them not to worry about it. The Landlord noted the rental unit was clean at the end of the tenancy. The Tenants argue that Landlord cannot change their minds later and decide it was dirty.

Hedges

The Landlord testified that the tenancy agreement requires the Tenants to trim the hedges once per year. The Landlord provided a copy of the tenancy agreement. The Landlord testified that when the tenancy started, they asked the Tenants if they would trim the hedges and they agreed.

The Landlord testified they text messages the Tenant before the end of the tenancy to trim the hedges and the Tenant responded that it was not their responsibility. At the end of the tenancy the hedges were overgrown and had not been trimmed. The Landlord provided the receipt for their cost to have someone trim the hedges. They also submitted a video of the hedges at the end of this tenancy.

Carpet cleaning

The Landlord testified that they had the carpet cleaned at the end of the tenancy to help with the smell of smoke. The Landlord provided their copy for the cost of steam cleaning the carpet.

The Tenant testified that the carpet was clean when they left, they had it cleaned about a week before the end of the tenancy.

Printing and mailing costs

The Landlord claims for the cost for printing and mailing materials for this dispute.

Analysis

Rule 6.6 of the Residential Tenancy Rules of Procedure indicates the onus to prove their case is on the person making the claim and that the standard of proof is on a balance of probabilities.

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 unpaid rent and utilities?

Section 26 of the Act states that a tenant must pay rent to the landlord, regardless of whether the landlord complies with the Act, regulations or tenancy agreement, unless the tenant has a right to deduct all or a portion of rent under the Act.

The Tenants agreed that they owed utilities to the Landlord. The parties agreed that the Tenant would pay the Landlord \$223.44 for the unpaid utilities.

Under section 67 of the Act the Landlord is entitled to a monetary Order in the amount of \$223.44 for unpaid rent or utilities.

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, and they both must sign 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

Residential Tenancy Branch Policy Guideline 40 (PG 40) details the useful life of building elements. Compensation for damage or loss is meant to put claimant in the same position as if it had not occurred. PG 40 explains that replacement of a damaged element may improve the value or condition of the element, putting the claimant in a better position than before the damage occurred. This is a concept known as betterment. In those circumstances, the arbitrator may consider the remaining useful life of the building element and adjust the amount of compensation to reflect its value at the time the damage occurred.

The Tenants agreed that at the start of this tenancy they could open both doors with a remote. At the end of this tenancy only one door could be opened with a remote, because of how the Tenants had a remote programed during the tenancy. The Tenant's agreed to pay the Landlord's cost to reprogram the remote of \$166.95. I find the Landlord is entitled to this compensation.

Section 21 of the Regulation states that a condition inspection report completed in accordance with the Act and Regulation 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.

The condition inspection report at the end of this tenancy is blank except for notes the Landlord made after the inspection report was completed. I find that the Landlord cannot rely on the condition inspection report as proof that the Tenant's caused damage. However, the Landlord also provided photos from the end of this tenancy which I find are a preponderance of evidence which show the condition of the rental unit.

The chairs were nine years old. The parties disagree on the state of the chairs from the start of the tenancy. The condition inspection report does not note the condition of the chairs for furniture in the dining room, it states there was a scratch on the table. PG40 does not give an expected useful life for furniture, and the Landlord supplied no evidence to show how long these chairs should be expected to last.

On a balance of probabilities based on the evidence and testimony before me I find it more likely than not that they were not in good condition at the start of the tenancy. The photos of the chairs from the end of this tenancy show that the fabric was worn out, but there are no other signs of wear or damage. I find that the fabric was likely worn from reasonable wear and tear, and not for the intentional act or negligence of the Tenants. I find that the Landlord has not proven that the Tenants caused damage beyond normal wear and tear.

The condition inspection report does not state the condition of the cable at the start of this tenancy. I find that the Landlord has not proven the state of this item and the start of this tenancy, and therefore I cannot determine if the marks on the cable are from wear and tear or damage.

The Landlord did not call witnesses to speak to the odour of the rental unit at the end of this tenancy. While the witness statements bear some weight, they are not sworn statements. The Tenants testified that they did not smoke in the rental unit. The condition inspection report does not say anything about an odour.

On a balance of probabilities based on the evidence and testimony before me I find that the Landlord has not proven that the Tenants caused an odour of smoke inside the rental unit. The cigarette butts in the garage are evidence that a person smoked in the garage, not a bedroom. Even the witness statement is proof that a person was smoking outside the rental unit, not inside it.

I find that the Landlord has not proven that the paint, mattress, or carpet required replacement because of damage caused by the Tenants. PG 40 states that the useful life for interior paint is 6 years, and carpets are 12 years. I find that the Landlord has not proven that the Tenants caused damage beyond expected wear for the paint and carpet.

As I have found that the Landlord has not proven that the Tenants caused a smoke odour, I find that the Landlord is not entitled for their costs for removing an odour, including the air purifier.

Section 67 of the Act states that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party.

Therefore, I find the Landlord is entitled to a Monetary Order under section 67 for \$166.95 for the cost to reprogram the garage door opener.

Is the Landlord entitled to a Monetary Order for money owed or compensation for damage or 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

Cleaning

Section 37(2) of the Act indicates that the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear when they vacate.

Residential Tenancy Branch Policy Guideline 1 (PG1) states the tenant must maintain "reasonable health, cleanliness and sanitary standards" throughout the rental unit and a tenant is generally responsible for paying cleaning costs where the property is left at the end of the tenancy in a condition that does not comply with that standard.

PG 1 further explains some of the responsibilities for cleaning, such as wiping down all surfaces, sweeping, and mopping floors, and wiping out all appliances.

The condition inspection report states that the rental unit was "average cleanliness." However, based on the photos provided by the Landlord, I find that the rental unit was not reasonably clean at the end of this tenancy. For example, the photos show that some of the floors were not swept and animal feces were left behind. The refrigerator has debris and grime in it. The Tenants left garbage around the bins outside.

I accept that the Landlord paid a cleaner \$341.25 to restore the rental unit to a reasonably clean standard. I find that the Landlord is entitled to compensation for their cleaning costs as claimed.

Carpet Cleaning

PG 1 states that for tenancies longer than one year, or where the tenant has deliberately or carelessly stained the carpet, they will generally be held responsible for steam cleaning or shampooing the carpets at the end of the tenancy.

This tenancy lasted more than one year.

The Tenant testified that they had the carpet steam cleaned about a week before the end of this tenancy. They did not provide a receipt or evidence the carpets had been cleaned.

The Landlord's photos show that the carpeted stairs have not been vacuumed as there is obvious debris on them. There is also a photo of a carpet with debris on it. On a balance of probabilities, I find that the Tenants did not clean the carpet at the end of this tenancy. I find that the Landlord is entitled to their cost of \$270.00 to professionally clean the carpet.

Hedge Trimming

The tenancy agreement states, "Tenants will be responsible for daily garden maintenance and once-a-year hedge trimming." In the text messages provided by the Landlord, the Tenant states that hedge trimming is the Landlord's responsibility. The Landlord provided a video of the hedges at the end of this tenancy. I find that the video and photos show that the hedges were overgrown and had not been trimmed.

The Tenants testified that Tenant L.S. had completed hedge trimming to the best of their ability. The written statement from the Tenant's states that they pruned the hedges that they could reach. For their safety, they did not try to prune hedges that were out of their reach with pruning shears. They argued that the addendum does not require professional hedge trimming, so they fulfilled their responsibility. Further, the Landlord signed the condition inspection report and did not note that hedge trimming was required.

I find the Tenant's evidence and testimony provides conflicting statements about if, and to what extent they trimmed the hedges. The Landlord provided photos of the hedges from the start and the end of this tenancy. At the start, the hedges appear neat, and well-trimmed, at the end they are overgrown and there is no sign that any portion of the hedges were trimmed.

On a balance of probabilities based on the evidence and testimony before me, I find that the Tenant did not fulfill their obligation to trim the hedges, in breach of the addendum to the tenancy agreement. I find that the Landlord is entitled to their claim of \$1,470.00 compensation for their costs to hire a professional to trim the hedges.

Loss of rental income

The Landlord claims that they will lose out on rental income when a technician completes repairs to address the smoke odour, like replacing the carpet. As I have found that the Landlord has not proven that the Tenants caused a smoke odour, I find that the Landlord is not entitled for any loss of rental income. Further, The Landlord's loss of rental income has not yet been incurred, and I find that the Landlord has not proven that such a loss will be incurred.

Printing and mailing

The Landlord claims for the cost to print and send their material to the Tenants. Section 72(1) of the Act provides that an Arbitrator may award one party recovery of the filing fee from the other party; however, the Act does not provide for recovery of other costs associated with making an Application for Dispute Resolution.

I find that the Landlords' mailing costs are not recoverable under the Act, and the Landlords are not entitled to compensation for that claim.

Summary

I find the Landlord is entitled to \$2,081.25 compensation, which is \$341.25 for cleaning, \$270.00 for carpet cleaning, \$1,470.00 for hedge trimming.

Section 67 of the Act states that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party.

Therefore, I find the Landlord is entitled to a Monetary Order for money owed or compensation for damage or loss under section 67 of the Act, in the amount of \$2,081.25.

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

Section 38 of the Act states that within 15 days after 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 June 30, 2025, and the Landlord made their application on July 14, 2025, I find that the Landlord made their application within 15 days after the forwarding address was provided.

As I have made some Monetary orders in favour of the Landlord, I find that they are entitled to retain a portion of the Tenant's security and pet damage deposit.

The security deposit and pet damage deposit combined were \$8,800.00 at the start of the tenancy, and I find that they accrued \$192.62 interest under the regulations.

I have awarded the Landlord as follows:

Utilities	\$223.44
Damage	\$166.95
Compensation	\$2,081.25
Total	\$2,471.64

The Landlord holds deposits with interest valued at \$8,992.62 and may retain from those \$2,471.64. The Landlord must return the remaining \$6,520.98 to the Tenants. (\$8,992.62-2471.64 =\$6,520.98)

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

As each party was partly successful in their application, I decline to award the filing fee to either party.

Conclusion

I grant the Tenants a Monetary Order in the amount of **\$6,520.98** under the following terms:

Monetary Issue	Granted Amount
a Monetary Order for the Landlord for unpaid rent or utilities under section 67 of the Act	\$223.44
a Monetary Order for the Landlord for damage to the rental unit or common areas under sections 32 and 67 of the Act	\$166.95
a Monetary Order for the Landlord for monetary loss or other money owed under sections 7 and and 67 of the Act	\$2,081.25
authorization for the Landlord to retain all or a portion of the Tenant's security deposit with interest in partial satisfaction of the Monetary Order requested under section 38 of the Act	-\$2471.64
a Monetary Order for the Tenants for the return of their deposit with interest from the Landlord	\$6,520.98
Total Amount	\$6,520.98

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