

DECISION

Introduction

This hearing dealt with Applications from both the Landlord and the Tenants under the *Residential Tenancy Act* (the Act).

The Landlord's Application for Dispute Resolution is 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

The Tenants' Application for Dispute Resolution 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

The Landlord T.S. and their Agent A.Y. attended the hearing for the Landlord.

The Tenant S.B. attended the hearing for the Tenants.

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

The Tenant S.B. acknowledged receipt of the Landlord's Proceeding Package and evidence. I find the Tenants were served under section 88 and 89 of the Act.

The Landlord testified that they received the Tenant's Proceeding Package from the Residential Tenancy Branch, but they did not receive any evidence from the Tenants.

The Tenant S.B. testified that they submitted their evidence to the Residential Tenancy Branch and, incorrectly, believed that it would be emailed to the Landlord by the Residential Tenancy Branch system. As the Tenant did not serve their evidence to Landlord using a method acceptable under the Act, the tenant's documentary evidence is excluded from consideration in this hearing for lack of service

Preliminary Issue

The Landlord requested to add the cost of unpaid utilities to their claim. Under Rule of Procedure 2.2, the Landlord's claim is limited to what is stated in the application Rule 7.12 of the Rules of Procedure allows applications to be amended at the hearing in certain foreseeable circumstances. The claim for utilities is not mentioned anywhere in the Landlord's documents, nor anywhere on their application for dispute resolution. I find that it was not foreseeable that the Landlord would add this claim to their application.

I find that it would prejudice the Tenants to allow the Landlord to amend their application to include the claim for unpaid utilities, as they were not given notice that such a claim might be made.

Issues to be Decided

Is the Landlord entitled to a Monetary Order for damage to the rental unit or common areas?

Is the Landlord entitled to retain all or a portion of the Tenants' security deposit in partial satisfaction of the monetary award requested? Or are the Tenants entitled to the return of their security deposit?

Is either party entitled to recover the filing fee for this 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.

The Landlord's Agent A.Y testified that this tenancy started on September 22, 2023, with a \$1,800.00 security deposit and a \$1,800.00 pet damage deposit. At the end of this tenancy, the monthly rent was \$3,726.00, due on the first day of the month. The Tenants vacated the rental unit on August 31, 2025.

A.Y. testified that they returned the pet damage deposit to the Tenants on September 14, or 15, 2025. They retained the security deposit pending the outcome of this hearing. They received the Tenants' forwarding address on September 10, 2025.

The parties agreed that they completed a condition inspection report at the start of this tenancy together and A.Y. emailed a copy to the Tenants. At the end of this tenancy, the parties met to complete the condition inspection report, but the Tenants were not ready. S.B. signed the report and agreed that A.Y. would complete the report alone, after the cleaners had been finished.

A.Y. explained that they did not provide a copy of the move-out condition inspection report to the Tenants immediately because they were discussing damages.

The Landlord's application claims compensation as follows:

Property Clean Up	\$240.00
Garbage Disposal	\$400.00
Septic Pump-Out	\$655.20
Mattress Replacement	\$250.00
Total	\$1,550.20

Property Clean Up

A.Y. testified that the Tenants' cleaners finished cleaning the rental unit the day after the Tenants vacated. They missed some items. These included garbage on the residential property, a TV left on the wall, and cigarette butts on the deck. The Landlord provided an invoice for \$240.00, which states:

*Removed household garbage and mattress from front of house.
Cleaned up garbage from behind shed. Removed TV from wall
mount in living room. Sorted, Recycled and Disposed of items.*

S.B. testified that they left the TV because it was mounted to the wall, and they thought the Landlords could use it. They argued that if the Landlord did not want to keep it, they were required to hold it for the Tenants as abandoned property under the Regulation. S.B. argued that the Tenants should not have to pay for its disposal because it should not have been disposed of.

S.B. testified that they hired landscapers to clean the yard. They stated that only a small amount of garbage remained in the back room. They testified that the Tenants' brother removed that garbage.

Neighbouring Property Garbage Disposal

A.Y. testified that a neighbour told them that the Tenants had dumped garbage on the neighbour's property. They stated that the neighbour's property is about two blocks from the rental unit. A.Y. hired a contractor to pick up and dispose of the garbage. They provided a copy of the invoice.

A.Y. stated that the Tenants agreed to pay for the garbage disposal. It must have been the Tenants' brother that dumped it down the road. A.Y. stated that the Tenants agreed to pay for the garbage disposal, and then later refused.

S.B. testified that they agreed to pay for the garbage disposal and the mattress as a gesture of goodwill because the Landlord agreed to give them a good reference. They stated that the Landlord later refused to provide a good reference, so there is no goodwill.

Septic

The Landlord testified that they saw a package of wipes at the property but did not see any used wipes with the other garbage. They became concerned that the Tenant had flushed wipes down the septic system, which could damage it. The tenancy agreement prohibits the use of any type of wipes, even if a manufacturer states they are safe for a septic system. The Landlord had the septic system inspected. The inspection showed that the system needed to be pumped out because undissolved wipes were present. The Landlord stated that if the septic system had not been pumped out, and the wipes entered the septic field, the damage could have been more serious.

The Landlord testified that when they asked the Tenants to pay for the cost of pumping out the septic system, the Tenants refused. The Tenants sent them a link to webpage with the type of wipes they used.

The Landlord testified that no one lived in the rental unit between the time when the septic system was last cleared and when the Tenants moved in. The septic system should be cleared every 5 - 7 years if a large family lives in the rental unit.

The Landlord provided a copy of the report from the last time the septic system was cleared out before the Tenants lived there, and an invoice for the cost of pumping it out after the Tenants vacated.

The Tenants argued that Landlords usually clear septic tanks between tenancies. They argued that the Landlord is trying to pass a basic maintenance cost on to the Tenants even though it should be the Landlord's responsibility.

Mattress

A.Y. testified that mattress was damaged during the tenancy and the Tenants agreed to pay \$250.00 for its replacement. It was stored in a shed instead of inside the rental unit. The age of the mattress at the start of the tenancy is unknown.

S.B. testified that the mattress was old and held a fragrant odour at the start of the tenancy. It was not suitable for the Tenants' son, so they moved the mattress to a shed. S.B. explained that they had initially agreed to pay \$250.00 for the mattress, but that was as good will, in exchange for a good reference.

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 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, the landlord must complete a condition inspection report with both the landlord and the tenant signing 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 Tenants 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

Septic

The Landlord's Septic System Report shows that on July 20, 2023, it was in good condition and was pumped out. I accept the Landlord's testimony that the rental unit was empty until September 2023 when the tenancy started.

I accept the Landlord's testimony that undissolved wipes were present when the septic system was pumped out at the end of this tenancy. I have reviewed the tenancy agreement and the addendums. The Septic System Maintenance Addendum, signed by the parties, states that they should not flush baby wipes, paper towels, facial tissue.

I find that the Tenants breached the tenancy agreement by flushing wipes or tissues down the septic system, which was prohibited.

The Landlord testified that a septic system must be cleared out every 5 to 7 years. This tenancy was about 2 years long. I find that the cost of cleaning out a septic tank is generally the responsibility of the Landlord.

I find that the Landlord had to clear out the septic tank about three years earlier than if the Tenants had not breached the Addendum.

I find that the Landlord paid \$655.20 to clear out the septic system. I find that some of that cost is a cost the Landlord would have paid in any event in two to four years. In consideration of the Landlord's responsibility to maintain the septic system, and in consideration of the Tenants' breach, I award the Landlord half of their cost, \$327.60.

Property Clean Up

I accept the Landlord's photos of the yard as evidence that the Tenants did not leave the yard reasonable clean at the end of the tenancy. The photos show that garbage that had to be picked up, bagged and disposed of.

I accept the Tenants argument that the Landlord should not have charged them for the disposal of the TV if the Landlord agreed to keep it. If the Landlord did not agree to keep it, they should have stored it for the Tenant to retrieve in accordance with the regulation.

I accept the invoice as proof that the Landlord paid \$240.00 to pick up and remove the garbage, TV, and mattresses. It states that \$175.00 was for labour and \$65.00 was for disposal. It does not state the charge related to the TV specifically. Given the volume of garbage and the labor-intensive nature of picking it up, bagging and hauling it away, most of the cost is likely associated with garbage. In the circumstances I find the Landlord paid \$40.00 to dispose of the TV for which they are not entitled to compensation.

On a balance of probabilities based on the evidence and testimony before me I find that the Landlord is entitled to damages for cleaning and garbage disposal of \$200.00.

Neighbouring Property Garbage Disposal

I accept the Landlord's photos, written statement from the neighbour, and testimony that the Tenants' garbage was found on a neighbouring property. I am not persuaded by the assertions that it must have been dumped by the Tenants' brother, as there is no evidence to show how the garbage got to the neighbour's property.

However, I find that it was the Tenants' responsibility to secure their garbage to prevent bears from dragging it away from the rental unit. It would also have been the Tenants' responsibility to ensure it was not dumped on another's land.

I accept A.Y. testimony and the invoice as proof that the Landlord paid \$400.00 to clean up the Tenants garbage from the neighbour's yard. I find that the Landlord is entitled to compensation as claimed for this issue.

Mattress

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.

PG 40 does not provide an expected useful life for a mattress. The age of the mattress at the start of the tenancy has not been established. I accept the Tenant's evidence that it was old and heavily perfumed.

On a balance of probabilities based on the evidence and testimony before me, I find that the Landlord has not established that the mattress had any value at the end of the

tenancy. I find that its replacement puts the Landlord in a better position that they would have been in if the Tenant has not stored it in a shed.

I find that the Landlord has not established the value of their loss for the mattress, and therefore they are not entitled to compensation for its replacement.

Summary

In summary, I find the Landlord is entitled to compensation of as follows:

\$327.60 for the septic tank clean out
\$200.00 for cleaning and garbage disposal
\$400.00 for removal of garbage from the neighbouring property
\$927.60 TOTAL

Section 67 of the Act states that if damage or loss results from a party not complying with the Act, the regulations or a tenancy agreement, the director may determine the amount of, 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 \$927.60 for compensation

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. As the forwarding address was provided on September 10, 2025, and the Landlord made their application on September 18, 2025, I find that the Landlord made their application within 15 days of the forwarding address being provided.

The Tenant argued that the Landlord was not entitled to retain the security deposit because the Landlord did not give them a copy of the condition inspection report after it was completed. However, the Landlord's claim is not only for damage to the rental unit.

Residential Tenancy Branch Policy Guideline 17 states that where a Landlord has extinguished their right to claim from a security deposit for damage, they still have the right to claim against the deposit for something other than damage. I find that the Landlords' claims for cleaning the rental unit and cleaning the garbage from the neighbour's property were not claims for damage to the rental unit. I find that the Landlord was entitled to withhold the security deposit for the claims for cleaning, pending the outcome of this hearing.

The Tenants' security deposit was \$1,800.00 at the start of the tenancy. I find that it accrued \$75.46 interest under the regulation making it worth \$ 1,875.46.

Section 72(2)(b) of the Act states that if there is an amount owing from a tenant to a landlord, an arbitrator may deduct that amount from a security or pet deposit due to the tenant. In accordance with the offsetting provisions of section 72 of the Act, the Landlord may retain the amount of their monetary order from the Tenants security deposit.

Therefore, I find that the Landlord may retain \$927.60 from the Tenants' security deposit. The Landlord must return the remaining \$947.86 to the Tenants.

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

As the Landlord and the Tenant were both partially successful in their applications, I find that neither party is entitled to recover their filing fee from the other.

Conclusion

I grant the Tenants a Monetary Order in the amount of **\$947.86** under the following terms:

Monetary Issue	Granted Amount
a Monetary Order for the Landlord for monetary loss or other money owed under sections 32 and 67 of the Act	\$927.60
a Monetary Order for the Tenants for the return of their deposit with interest from the Landlord	\$947.86
Total Amount to be returned to the Tenants	\$947.86

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: January 19, 2026

Residential Tenancy Branch