

## **DECISION**

### **Introduction**

Further to my Interim Decisions dated September 12 and October 21, 2025 (collectively, the Interim Decisions), this hearing was reconvened to hear the merits of Applications for Dispute Resolution filed by both the Tenants and the Landlord under the *Residential Tenancy Act* (the Act).

The Tenants' Application for Dispute Resolution, filed on August 7, 2025 (the Application), is for:

- A Monetary Order for compensation for damage or loss under the Act, regulation, or tenancy agreement under section 67 of the Act

The Landlord's Application for Dispute Resolution, filed on October 2, 2025 (the Cross Application), 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 37 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 the Cross Application from the Tenants under section 72 of the Act

This decision should be read together with the Interim Decisions.

### **Service of Documents After the Interim Decision**

As noted in the Interim Decisions, the Notice of Dispute Resolution Proceeding and the Tenants' evidence for the Application were duly served to the Landlord in accordance with the Act. The Notice of Dispute Resolution Proceeding for the Cross Application was sent to all parties by the Residential Tenancy Branch (RTB) after the second previous hearing was adjourned and the two matters were crossed.

At the second previous hearing on October 15, 2025, the Tenants acknowledged receipt of the Landlord's evidence for the Cross Application.

The Interim Decision dated October 21, 2025 (Interim Decision #2) invited the parties to provide additional evidence and written submissions on specific issues. The parties confirmed at the outset of the hearing that no further documents had been submitted to the RTB since the Interim Decision #2 was issued.

The Tenants stated they attempted to submit a receipt proving the cost to have their vehicle towed and stored, but that they were unable to do so. Tenant R.P. testified that the \$943.00 receipt in the Tenants' possession is dated July 16, 2025.

During the hearing, the Tenants referenced the photographs they had submitted to the RTB in response to the Cross Application. At this time, Agent for the corporate Landlord, A.R. (the Landlord) stated he had not received the photographs prior to the hearing. While the hearing was underway, the Tenants sent the photographs to the Landlord by text message or email. The Landlord confirmed receipt of the photographs and provided oral testimony regarding the photographs after having a few moments to review them. Therefore, I am satisfied that the Tenants' evidence was sufficiently served to the Landlord under section 71(2)(c) of the Act.

### **Amended Issues to be Decided**

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

Are the Tenants entitled to a Monetary Order for damage or loss under the Act, regulation, or tenancy agreement?

Is the Landlord entitled to compensation for junk removal and cleaning of the rental unit?

Is the Landlord entitled to compensation for repainting the rental unit?

Is the Landlord entitled to compensation for damage to the microwave?

Is the Landlord entitled to compensation for rekeying the rental unit and rental property?

Is the Landlord entitled to compensation for loss of rental income?

Is the Landlord entitled to recover the filing fee for the Cross Application from the Tenants?

Is the Landlord entitled to retain all or a portion of the Tenants' security deposit in partial satisfaction of the monetary awards requested?

### **Facts and Analysis**

I have reviewed all evidence, including the testimony of the parties, but will refer only to what I find relevant for my decision.

Interim Decision #2 states:

In short summary, it is undisputed that this tenancy began on October 7, 2023, and ended on August 31, 2025. The tenancy agreement states the monthly rent is \$2,290.00, due on the first day of the month. The parties agree that the monthly rent was reduced to \$2,090.00 from the start of the tenancy due to the lack of a private, fenced backyard. The Tenants paid a security deposit of \$1,145.00 on October 3, 2023, which is held in trust by the Landlord. No pet damage deposit was paid.

The Landlord states the fence was completed in June 2025, and that the Tenants' monthly rent therefore was \$2,290.00 for the last two months of the tenancy. The Tenants disagree, stating the fence was never completed and they were not given proper notice that the monthly rent would be \$2,290.00 starting July 1.

At the outset of the hearing, the Tenants clarified that they do not dispute that the fence was completed in June 2025. Tenant R.P. testified that it was the landscaping of the backyard that was never completed and deprived them of a useable, private yard. Therefore, the Tenants' position is that the monthly rent remained reduced to the end of the tenancy. The Landlord disputes this, stating the rent reduction was only to be in place until the fence was completed and was unrelated to any landscaping work.

The Landlord submitted a Condition Inspection Report (CIR) into evidence. The Landlord testified that the move-in inspection was completed by the Caretaker of the property, H.C. (the Caretaker) together with the Tenants on July 10, 2023. The move-in CIR appears to have been signed by both Tenants and indicates that the report fairly represents the condition of the rental unit at the start of the tenancy. The Tenants disagree that they participated in any move-in inspection and allege that the signatures on the CIR are not theirs.

It is undisputed that the Tenants did not participate in a move-out inspection and that the "Condition at End of Tenancy" information in the CIR was completed by the Caretaker without the Tenants present. The Landlord testified that the Caretaker tried to coordinate a move-out inspection with the Tenants but was unable to do so. The Landlord states the Caretaker would have given the Tenants two opportunities to schedule the move-out inspection as required by the Act and the *Residential Tenancy Regulation* (the Regulation) but admits there is no documentary evidence to confirm this.

The Tenants dispute that they were invited to attend a move-out inspection. The Tenants also dispute that the CIR accurately describes the condition of the rental unit at the end of the tenancy. The Tenants' evidence includes 6 photographs that Tenant R.P. testified they took on August 30 or 31, 2025, to document the condition of the rental unit when they moved out.

The Tenants' Application seeks compensation totaling \$16,000.00. As noted in Interim Decision #2, the Tenants are claiming compensation for:

- \$5,000.00 for unpaid labour owed to Tenant R.P. for work done that was to be applied towards the Tenants' monthly rent
- \$4,000.00 for stress related to eviction notices issued in bad faith
- \$1,018.20 for improper charges incurred in relation to the Landlord's bad-faith eviction notices
- \$1,500.00 for loss of quiet enjoyment of the rental unit and harassment by the corporate Landlord's staff
- \$1,500.00 for the Landlord's use and occupancy "scheme"
- \$1,000.00 for the lease being misdated and deposit being mis-recorded
- \$1,981.80 for hardship due to the Landlord's failure to provide a ledger

The Landlord disputes that they failed to comply with the Act, Regulation, or tenancy agreement or that the Tenants suffered any financial losses as a result of the Landlord's alleged non-compliance.

In the Cross Application, the Landlord seeks compensation totaling \$11,894.42, as follows:

- \$2,370.00 unpaid rent for August 2025
- \$1,328.00 for cleaning, garbage, and junk removal at the end of the tenancy
- \$3,804.62 for wall repairs and repainting of the rental unit
- \$570.70 for replacement and installation of the damaged over-the-range microwave
- \$1,451.10 for rekeying of the rental property and rental unit
- \$2,370.00 loss of rental income for September 2025

The Tenants dispute the amount of the Landlord's claim for unpaid rent, but do not dispute that no rent was paid for the last month of the tenancy. The Tenants also disagree that they failed to leave the rental unit reasonably clean, that they caused any damage to the rental unit that went beyond regular wear and tear, or that they did not return the keys to the Landlord at the end of the tenancy.

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. In an application for compensation for damage or loss, the party making the claim bears the burden of proof. This means that the party claiming the damage or loss must establish:

- The other party failed to comply with the Act, regulation, or tenancy agreement
- Loss or damage resulted from the failure to comply
- The amount of or value of the damage or loss
- The party making the claim acted reasonably to minimize their damage or loss

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 unpaid rent?**

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

It is undisputed that the Tenants occupied the rental unit until the end of August 2025, and that they did not pay any rent for that month.

At the hearing on October 15, 2025, the Landlord testified that the rent reduction to \$2,090.00 was only agreed upon until the fence was completed. The Tenants acknowledge that the fence was completed sometime in June. At that hearing, the Landlord's testimony was that the monthly rent for July and August was therefore \$2,290.00.

The Tenants testimony is that they were deprived of a useable private backyard for the entire duration of the tenancy. The Tenants assert that their position that the monthly rent was \$2,090.00 to the end of the tenancy is supported by the decision made in the prior RTB dispute recorded on the cover page of this decision.

The RTB's decision in the prior related dispute, dated July 7, 2025, states "However, both parties agree that monthly rent was reduced to \$2,090.00 due to the Tenant losing backyard access. Both parties further agree that monthly rent is currently \$2090.00." This decision also notes that the parties agreed the rent for July was paid in full. As the Tenants have maintained at all times that their rent was \$2,090.00, I find on a balance of probabilities that this is the amount the Tenants likely paid in July.

The Landlord's position is that the monthly rent due for August 2025 was \$2,370.00, as this is the amount of rent due after the rent reduction ended and factoring in a rent increase that was supposed to go into effect on November 1, 2024. The Landlord has provided a copy of the Notice of Rent Increase form that the Landlord states was served to the Tenants on May 25. Tenant O.C. testified she does not recall receiving the Notice of Rent Increase form.

Despite Tenant O.C.'s lack of recollection, I accept the Landlord's testimony that the Notice of Rent Increase was duly served to the Tenants. However, based on the Landlord's previous testimony that the non-reduced monthly rent for July and August was \$2,290.00, I find that the Landlord cannot now assert that the monthly rent was \$2,370.00 due to the rent increase that was supposed to come into effect on November 1, 2024. To find otherwise would be inconsistent with the Landlord's prior testimony.

While the July 7, 2025 RTB decision is not binding on me, I further find that the Tenants' testimony that their rent did not increase to \$2,290.00 in July 2025 is consistent with the undisputed facts as recorded in that decision.

### Conclusion

Based on the evidence and testimony before me, I find it is equally possible that the monthly rent was reduced to \$2,090.00 pending completion of only the fence or pending completion of the fence and backyard landscaping. I find that the Landlord, as the party with the burden to prove their claim, has failed to provide evidence over and above their testimony to establish that the monthly rent for August 2025 was \$2,290.00 instead of \$2,090.00.

Therefore, as it is undisputed the Tenants did not pay rent for August 2025, I find that the Landlord is entitled to a Monetary Order for unpaid rent under section 67 of the Act, in the amount of \$2,090.00.

### **Are the Tenants entitled to a Monetary Order for damage or loss under the Act, regulation, or tenancy agreement?**

Interim Decision #2 states:

The Tenant testified that because the Landlord did not provide them with an up-to-date ledger or account showing the amounts they owed during the tenancy, they could never determine how far behind they were on rent payments. The Tenants believe that, as a result, there was an overpayment of rent when Tenant R.P.'s labour in lieu of rent is applied towards any amounts that were owed. The Tenant testified that the Landlord's failure to provide this information also created constant stress and undue hardship as the Tenants were putting everything they had towards their rent payments and living in constant fear of being evicted.

The Tenants did not provide any evidence or testimony to establish or quantify the financial losses they suffered or out-of-pocket expenses they incurred as a result of the stress caused by the Landlord, any improper charges claimed in the Landlord's eviction notices, the Landlord accepting payments on a use and occupancy basis, incorrect dates in the lease, or the Landlord's failure to provide a ledger when requested.

In response to the Tenants' claims, the Landlord confirmed there was an agreement that Tenant R.P.'s labour would be applied towards the Tenants' rent. The Landlord states that on February 3, 2025, the Tenants were sent a document summarizing their rent arrears and applying Tenant R.P.'s work billed to date towards those arrears. The Landlord testified that Tenant R.P. confirmed the summary provided by the Landlord was correct on February 4, and that the Landlord then followed up with a text message stating nothing further was to be billed to the Landlord without prior written approval.

Based on the above documents, which the Landlord has submitted as evidence in the pending RTB dispute recorded on the cover page of this decision, the Landlord's position is that all approved labour in lieu of rent was applied towards the rent arrears owed as of February 3, 2025, and no further amount is owed for Tenant R.P.'s labour.

The Tenant testified that they felt retaliated against after they successfully disputed the 10 Day Notice of June 5, 2025, which was the subject of the prior related RTB dispute recorded on the cover page of this decision. The Tenants state that, after the RTB decision was made in their favor on July 7, the corporate Landlord's staff harassed them in several ways, such as reporting them to the police, the fire department and the SPCA; suddenly requesting a pet damage deposit be paid; and requiring them to remove their vehicle from the parking garage. The Tenant further testified that their child did not want to play outside due to the harassment.

Tenant R.P. testified that the Landlord had their vehicle towed without giving them proper notice as retaliation after the July 7, 2025 RTB hearing. As a result, the Tenants state they incurred a cost of \$943.35 in towing and storage fees. The Tenants state they have proof of this expense but were unable to submit it after the Interim Decision was made as it did not directly respond to the evidence submitted by the Landlord.

The Landlord disagrees the Tenants were harassed as retaliation for the July 7, 2025 RTB decision. The Landlord testified that, during their review of the tenancy agreement in preparation for the July 7 hearing, they discovered the Tenants had never paid a pet deposit and that they were parking in the underground garage without paying for a parking stall. The Landlord states this is what prompted the Tenants being told they had to pay a pet deposit within 30 days and that they had to remove their vehicle from the underground garage.

The Landlord testified the Tenants were never assigned a parking spot in the underground lot as this would have been documented in an Addendum and required the Tenants to pay an additional \$60.00 per month per parking stall. The Landlord testified the Tenants were given eight days' notice to remove their vehicle before it would be towed, but that the Tenants failed to do so because the vehicle would not start. The Landlord therefore denies that the financial loss incurred by the Tenants was due to the Landlord's non-compliance with the Act or tenancy agreement.

In Interim Decision #2, the Tenants were invited to provide written submissions setting out the details of their claim for loss of quiet enjoyment of the rental unit during the tenancy. The Tenants did not provide any written submissions detailing the particulars of their claim for loss of quiet enjoyment. As noted earlier, the receipt for the towing and storage of the Tenants' vehicle was not provided by the Tenants, but Tenant R.P. gave oral testimony as to the date and amount of the receipt that is in their possession.

### *Wages Owed for Unpaid Labour*

The Landlord did not dispute that there was an agreement in place between the parties for Tenant R.P. to do some work for the corporate Landlord, and that Tenant R.P.'s wages would be applied towards the Tenants' monthly rent. The Tenants position is that Tenant R.P. is still owed wages that exceeded what they owed in rent.

It is undisputed that what the Tenants owed in rent and what the Landlord owed Tenant R.P. were reconciled in early February 2025. The spreadsheet submitted into evidence by the Landlord that records the Tenants' payments and the monthly rent due from February 2024 to January 2025 shows that the Tenants paid \$11,420.90 of the \$25,080.00 in rent that was due for those 12 months. Tenant R.P.'s work invoice for \$14,836.50 was then applied towards the amount of unpaid rent to reduce any amounts owing for the prior months, and to reduce the amount due for February's rent from \$2,090.00 to \$912.60.

The parties agree that the spreadsheet accurately documents the rent due, the rent paid, and the amount invoiced by Tenant R.P. to the Landlord at that time. Tenant R.P. testified that he was the one who initially prepared the spreadsheet.

The Tenants did not dispute the Landlord's testimony that they were advised in February 2025 that Tenant R.P. was not to bill any further wages to the corporate Landlord without prior written approval. Nor did the Tenants provide any documentary evidence to establish either that Tenant R.P. had written approval to do further work in exchange for rent after February 2025, or that the corporate Landlord owes Tenant R.P. any further wages which were not already applied towards the monthly rent in the February 2025 reconciliation. Therefore, I find that the Tenants have failed to establish this portion of their claim for compensation.

### *Stress, Harassment, Improper Charges, Loss of Quiet Enjoyment, Mismanagement of Tenancy by Landlord*

The Tenants' position is that the Landlord caused them significant stress and financial hardship by failing to provide an up-to-date ledger or statement of account showing the amount of rent they owed throughout the tenancy. Tenant O.C. testified that, because the Tenants never knew exactly what they owed, they were putting all their money towards their rent payments and were unable to purchase other basic necessities for themselves and their child. The Tenants assert this was due to the Landlord's lack of transparency and caused them to live in fear of being evicted.

The Tenants also testified that the Landlord issued eviction notices for unpaid rent that improperly stated they owed more rent than they did. It is undisputed that in the prior RTB dispute recorded on the cover page of this decision, the 10 Day Notice to End Tenancy issued on June 5, 2025, stated the Tenants owed unpaid rent of \$2,370.00 that was due on June 1. The Tenants disputed the 10 Day Notice and were successful in having the notice cancelled due to the incorrect amount of monthly rent claimed.

The Tenants assert that they were denied the quiet enjoyment of their rental unit due to ongoing harassment by the Landlord and the corporate Landlord's staff, which the Tenants say worsened as retaliation for the Tenants successfully disputing the 10 Day Notice. The Tenants also allege that when they were issued a rent receipt stating, "for use and occupancy only", this was done in bad faith by the Landlord to reclassify rent payments to improperly deny their status as Tenants.

Finally, the Tenants testified that they are out-of-pocket \$943.35 from the Landlord having their vehicle towed out of the underground parking at the rental property and stored elsewhere.

Based on the evidence before me and the testimony of the parties, I find that the above issues and amounts requested in the Tenants' claim for compensation have not been proven. As will be explained further, below, I find that the Tenants have not shown that any of the Landlord's actions failed to comply with the Act, Regulation, or the tenancy agreement, or that the Tenants suffered any actual financial losses as a result.

I agree that providing a rent ledger or statement of account to tenants at regular intervals or upon request, particularly where a tenant is in arrears, would be a good practice for a landlord to follow. However, this is not a specific requirement in the Act.

Furthermore, while I accept that the 10 Day Notice that the Tenants successfully disputed stated an incorrect amount of rent was due, the Tenant's recourse for the Landlord's error was to dispute the notice and have it cancelled, as they did. That the Landlord issued receipts stating "for use and occupancy" pending the outcome of the Tenants' dispute of the 10 Day Notice is a practice that is permitted under the Act. Additionally, there is no evidence of any actual financial losses suffered by the Tenants as a result of the stress caused by the Landlord.

Finally, with regards to the Tenants' claim for towing expenses, I am not satisfied the Tenants vehicle was towed as a result of the Landlords' failure to comply with the Act, Regulation, or tenancy agreement. Instead, I accept the Landlord's testimony that the Tenants were informed they had to remove their vehicle from the underground parking garage after the Landlord discovered the Tenants were not paying for a parking space. Therefore, I find that the Tenants have failed to establish on a balance of probabilities that the \$943.35 towing and storage expense they incurred resulted from the Landlord's failure to comply with the Act or tenancy agreement.

### Conclusion

For the reasons set out above, I find that the Tenants have not alleged any facts or circumstances that would constitute a breach of the Act, Regulation, or tenancy agreement by the Landlord. Therefore, the first part of the test for compensation for damage or loss has not been met and I find that any damage or losses incurred by the Tenants was not related to the Landlord's non-compliance.

Therefore, based on the testimony of the parties and the evidence before me, I find on a balance of probabilities that the Tenants have not established that the Landlord failed to comply with the Act, Regulation, or tenancy agreement, or that any loss or damage resulted from the alleged failures to comply.

As a result, the Tenants' Application for a Monetary Order for compensation for damage or loss under section 67 of the Act is dismissed in its entirety, without leave to reapply.

### **Is the Landlord entitled to compensation for junk removal and cleaning of the rental unit?**

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

Policy Guideline #1 elaborates on this requirement and states the tenant must maintain "reasonable health, cleanliness and sanitary standards" throughout the rental unit and property. The 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. A tenant is not responsible for reasonable wear and tear to the rental unit, or for cleaning to bring the premises to a higher standard than that set out in the Act.

The Landlord testified that the rental unit was left in a state of disrepair, with multiple furnishings and other items left behind that required removal. The CIR submitted into evidence by the Landlord documents that several areas and items in the kitchen, living room, dining room, bathroom, and bedrooms were dirty. The Landlord has also provided 15 photographs showing various areas of the rental unit and the items that the Tenants left behind.

Tenant R.P. testified that the rental unit was relatively clean when they moved out, and states this is shown in the photographs the Tenants submitted into evidence. The Landlord did not dispute that the Tenants' photographs accurately show the condition of the rental unit at the end of the tenancy, noting that some of the abandoned furniture items can be seen in the window reflections.

The Tenants do not dispute that they left some furniture items in the rental unit after they moved out. They disagree with the Landlord's characterization of these items as "junk". Tenant O.C. testified that they wanted to keep the sofa and some other items but were denied the opportunity to retrieve these items after the tenancy ended. Tenant O.C. states the value of the items they wanted to keep was approximately \$600.00.

While the Landlord has submitted a CIR into evidence, it is undisputed that the Tenants did not attend the move-out inspection during which the CIR was completed. Tenant O.C. testified that they were never invited to complete a move-out inspection.

Sections 23 and 35 of the Act require the landlord, at the start and the end of the

tenancy, to inspect the condition of the rental unit with the tenant and document the inspections in written reports to be signed by both the landlord and the tenant. The landlord is responsible for scheduling the inspections and providing a copy of the report to the tenant in accordance with sections 17 and 18 of the Regulation.

The Landlord's testimony that the Caretaker would have followed the required steps to invite the Tenants to attend the move-out inspection was not corroborated by any documentary evidence. Nor was the Caretaker present to provide testimony as to when or how the Tenants were invited to participate in the move-out inspection. Therefore, I find that the Landlord has failed to establish that the Tenants were invited to attend a move-out inspection in accordance with the Regulation. As a result, I place little weight on the CIR regarding the condition of the rental unit at the end of the tenancy.

The Landlord's evidence includes a quote for cleaning of the rental unit, dated September 13, 2025, in the amount of \$560.00. The Landlord has also provided an invoice from the Caretaker, three receipts from the municipal landfill, an invoice for a U-Haul rental, and a gas receipt related to the amount claimed for junk removal. These invoices and receipts show wages of \$390.00, landfill fees totaling \$212.50, the U-Haul rental of \$135.78, and a gas receipt for \$20.00.

The receipts submitted into evidence by the Landlord show that the U-Haul was rented and the landfill fees were incurred between September 23 and 26, 2025. The Landlord testified that the abandoned items in the rental unit were moved out of the rental unit and onto the balcony or into the parking garage by mid-September. The Landlord states the inside of the rental unit was professionally cleaned in mid-September.

The Landlord testified that the Tenants never contacted them regarding collecting any of the items that were abandoned in the rental unit. The Landlord disagrees the Tenants were prevented from collecting any items as this would have saved the Landlord the time and expense of disposing of the items.

Section 30.4 of the Regulation places certain obligations upon a landlord in dealing with a tenant's abandoned personal property. However, where any abandoned personal property has a total market value of less than \$1,000.00, section 30.8 of the Regulation permits a landlord is to dispose of the personal property early.

Based on Tenant O.C.'s testimony that the items they wanted to retrieve were worth approximately \$600.00, I am satisfied that the Landlord was within their rights to dispose of the abandoned items without storing the items for 30 days or keeping a written inventory of the items.

### Conclusion

Policy Guideline #1 states that an arbitrator may determine whether the condition of premises meets reasonable health, cleanliness, and sanitary standards, which are not necessarily the standards of the arbitrator, the landlord, or the tenant.

I find that the photographs submitted by both the Landlord and the Tenants corroborate the Tenants' testimony that the rental unit was left in a reasonably clean and sanitary condition at the end of the tenancy, except for leaving several large items behind.

Therefore, I find that the Tenants' only failure to comply with the Act regarding the cleaning and junk removal claim was by abandoning several large furnishings and miscellaneous other items in the rental unit after they moved out. Based on the receipts and invoices submitted into evidence, I find that the Landlord has established on a balance of probabilities that they incurred a financial loss of \$758.28 (\$390.00 + \$212.50 + \$135.78 + \$20.00) to remove and dispose of these items.

Therefore, I find the Landlord is entitled to compensation under section 67 of the Act in the amount of \$758.28 for junk removal from the rental unit at the end of the tenancy.

I find that the Landlord has failed to establish that the \$560.00 cost for cleaning the rental unit at the end of the tenancy went beyond the regular cleaning fees the Landlord would expect to incur between tenancies. Therefore, I deny this portion of the Landlord's claim for compensation.

### **Is the Landlord entitled to compensation for repainting the rental unit?**

While a CIR signed by both parties would provide the most compelling proof of damage, photographs to corroborate a landlord's claim can also be considered. In the case before me, the Landlord has provided one photograph showing writing on a wall, two photographs of alleged smoke damage to a kitchen cupboard and area of ceiling, and a photo of an extension cord coming through a hole in a wall.

The Landlord testified that the rental unit was newly renovated and freshly painted at the start of the tenancy. This was not disputed by the Tenants, though Tenant R.P. stated a number of the renovations had not been fully completed when they moved in or for several months thereafter.

While the Tenants dispute that they attended the move-in inspection or signed the CIR at the start of the tenancy, I am satisfied that the CIR accurately records the condition of the rental unit at the start of the tenancy as it bears signatures resembling the Tenants' signatures on the tenancy agreement. I also find that the "Condition at Beginning of Tenancy" documented in the CIR is consistent with the Landlord's undisputed testimony the rental unit was newly renovated.

The Tenants did not dispute that the Landlord's photographs accurately show the condition of the walls at the end of the tenancy but assert that any markings left on the walls were the result of regular wear and tear during their two year tenancy. Tenant R.P. further stated that, as they lived in the rental unit for two years, the Landlord likely would have been required to repaint the rental unit for new tenants anyway. Tenant O.C. testified that the markings on the wall to record their child's height were made in pencil and would not have required repainting to remove the markings.

As stated earlier, section 37(2)(a) of the Act requires a tenant to leave the rental unit undamaged, except for reasonable wear and tear.

Policy Guideline #1 states that the landlord is responsible for painting the interior of the rental unit at reasonable intervals. Policy Guideline #40 provides guidance in determining awards for damages based on the useful life of building elements. Useful life is the expected lifetime, or the acceptable period of use, of a building element under normal circumstances. This Policy Guideline provides an estimated useful life of six years for interior paint.

As the tenancy was less than two years in duration, I find that the Landlord would not have been required to repaint the rental unit at the end of the tenancy due to regular wear and tear because the interior paint should have had a remaining useful life of four years according to Policy Guideline #40. I also find that the Landlord's testimony that a portion of the kitchen ceiling required repainting due to smoke damage is corroborated by the Landlord's photographs.

Based on the Landlord's testimony and the photographs of smoke damage and the extension cord running through a hole in the wall, I am satisfied that the Tenants caused some damage to the walls that went beyond regular wear and tear. Therefore, I find that the Landlord has established that the Tenants failed to comply with section 37(2)(a) of the Act and that the Landlord incurred repainting costs as a result.

The Landlord has provided an invoice for re-painting the rental unit, dated September 30, 2025, in the total amount of \$3,804.62 for 56.5 hours of labour and \$414.62 in materials.

### Conclusion

Based on the evidence before me, the testimony of the parties, and on a balance of probabilities, I find that the Landlord has established that the Tenants failed to comply with section 37(2)(a) of the Act by causing damage to the walls of the rental unit that went beyond regular wear and tear. Based on the evidence before me, I am satisfied that the Landlord suffered a corresponding financial loss.

However, for the reasons discussed earlier, I am unable to place any significant weight on the CIR. Therefore, I find that the Landlord has failed to provide evidence over and above their testimony to establish that the entire rental unit required repainting as a result of the Tenants' non-compliance with the Act.

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.

Policy Guideline #16 explains that an award of “nominal damages” may be made where there has been no significant loss or no significant loss has been proven, but it has been proven that there has been an infraction of a legal right.

For the reasons set out above, I accept that some repainting and wall repairs were required due to the Tenants’ non-compliance with the Act. Therefore, I award the Landlord compensation of \$500.00 as nominal damages for repainting of the rental unit under sections 37 and 67 of the Act.

**Is the Landlord entitled to compensation for damage to the microwave?**

Policy Guideline #1 states that a landlord is responsible for repairs to appliances provided under the tenancy agreement unless the damage was caused by the deliberate actions or neglect of the tenant.

The Landlord alleges that there was an unreported cooking or grease fire in the rental unit during the tenancy, which caused the smoke damage above the stove and melted the front of the microwave.

The Landlord testified that the over-the-range microwave was newly installed at the start of the tenancy. The Landlord’s evidence includes two close-up photographs of the control panel on the microwave which appears warped or melted to some degree.

The Tenants deny that there was any kitchen or grease fire or damage to the microwave at the end of the tenancy. The Tenants’ photographs show the entire microwave from a farther distance than the Landlord’s photographs. No damage is visible or apparent in the Tenants’ photographs.

The Landlord did not state whether the alleged damage to the microwave impacted its functionality at the end of the tenancy. The Landlord has submitted an estimate from an appliance service for a replacement over-the-range microwave and installation, in the total amount of \$570.70.

The estimate for the microwave replacement is dated August 26, 2025. It is undisputed that the Tenants vacated the rental unit on August 30 or 31, 2025. The CIR submitted into evidence by the Landlord states the Caretaker completed the move-out inspection on September 1.

As the estimate for a new microwave pre-dates the move-out inspection and when the Tenants moved out of the rental unit, I place little weight on the Landlord’s testimony that the Tenants caused the claimed damage to the microwave.

Furthermore, I find that the Tenants’ testimony that there was no damage to the microwave at the end of the tenancy is corroborated by the photographs they have submitted into evidence.

## Conclusion

For the reasons set out above, I find that the Landlord has failed to establish that the Tenants caused any damage to the microwave through their deliberate actions or negligent use of the appliance. Therefore, this portion of the Landlord's claim for compensation is denied.

## **Is the Landlord entitled to compensation for rekeying the rental unit and rental property?**

Section 37(2)(b) of the Act requires that, when a tenant vacates a rental unit, the tenant 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 the residential property.

The Landlord testified that the Tenants did not return the keys to either the rental unit or the common area at the end of the tenancy, which necessitated the Landlord having the rental property and rental unit rekeyed. The CIR states that no keys were returned at the end of the tenancy but, as discussed earlier, I place little weight on the CIR.

The Tenants testified that they left all the keys for the rental unit and property in one of the kitchen drawers. The Tenants' photographs include a photograph of 6 keys in a drawer. The Landlord acknowledged that the keys in the drawer look like the keys to the rental unit and rental property but asserts that the Caretaker did not find those keys in the drawer after the Tenants had vacated the rental unit.

Based on the evidence and testimony before me, I am satisfied that the keys to the rental unit and property were in the Tenants' possession immediately prior to the end of the tenancy as the Tenants were able to take a photograph of the keys in the kitchen drawer. I find that the Landlord's testimony alone is insufficient to establish on a balance of probabilities that the Tenants then removed the keys from the drawer after taking the photograph. Therefore, I am satisfied that the Tenants complied with section 37(2)(b) of the Act.

## Conclusion

I find that both parties' accounts of events regarding the keys to the rental unit are equally plausible. Therefore, as the party making the claim for compensation, the Landlord is required to provide evidence over and above their testimony to prove their claim.

For the reasons set out above, I find that the Landlord has not established on a balance of probabilities that the Tenants failed to comply with section 37(2)(b) of the Act. Therefore, I deny the Landlord's claim for compensation relating to rekeying the rental unit and rental property.

## **Is the Landlord entitled to compensation for loss of rental income?**

The Landlord states that the photographs submitted into evidence demonstrate that the rental unit was not move-in ready after the Tenants moved out because of the furnishings and junk that were left behind and the required cleaning and repairs.

Policy Guideline #3, which provides guidance on claims for damages for loss of rent, states:

In all cases, the landlord must do whatever is reasonable to minimize their damages or loss. A landlord's duty to mitigate the loss includes re-renting the premises as soon as is reasonable for a reasonable amount of rent in the circumstances.

...

When a tenant vacates a rental unit, they must leave it reasonably clean and undamaged except for reasonable wear and tear. If a tenant does not comply with this requirement and the premises are un-rentable because of this, then in addition to compensation for the damage to the property or for cleaning, the landlord can also seek compensation for loss of rent. The landlord is required to mitigate this loss by completing the cleaning or repairs in a timely manner.

The Landlord testified that it took one month to remove all the items from the rental unit, have the rental unit professionally cleaned, and have all the required repairs completed before the rental unit was ready for new occupants. Therefore, the Landlord is claiming a loss of rental income for September 2025, in the amount of \$2,370.00.

Tenant R.P. acknowledged that the Landlord had to remove the items they left in the rental unit and that some general cleaning would have been needed to get the rental unit ready for new occupants. However, the Tenants dispute that they left the rental unit in such a bad condition that it could not have been re-rented until October 2025. The Tenants' position is that the Landlord did not arrange for removal of their items and cleaning of the rental unit in a timely manner.

For the reasons set out earlier in this decision, I have found that the Tenants left the rental unit reasonably clean, except for abandoning furnishings and other items in the rental unit. It is undisputed that the Landlord had to arrange for removal of these items, and I accept it was reasonable for the Landlord to have the rental unit professionally cleaned after the items were removed.

The Landlord's testimony was that all the furnishings and other items were removed from the rental unit to the balcony and parking garage by mid-September 2025, and that the cleaning had also been done by mid-September. As the only other damage I have found the Tenants responsible for was a portion of the repainting of the rental unit, I find that the Landlord could have had the rental unit ready to re-rent by September 15, had they acted in a timely manner.

I am not satisfied that the Landlord's evidence establishes that a full month was required to get the rental unit ready for new occupants. As the furniture and other items could be moved to the parking garage and balcony, I see no reason why the rental unit could not have been repainted within a week of the Tenants moving out and the rental unit professionally cleaned the following week.

The Landlord's loss of rental income claim is based on a monthly rent of \$2,370.00. As noted by Tenant O.C., the tenancy agreement the Landlord has provided to demonstrate that new occupants moved in on October 1, 2025, states the new occupants are paying monthly rent of \$2,290.00.

While I accepted the Tenants' position that their monthly rent for August 2025 was \$2,090.00, I find that the tenancy agreement provided by the Landlord with the new occupants establishes that the market rent for September and October was \$2,290.00. Therefore, I base compensation for the Landlord's claim for loss of rental income on a monthly rent of \$2,290.00.

### Conclusion

For the reasons set out above, I find that the Landlord has failed to establish that the Tenants left the rental unit in a condition that required cleaning and repairs that took an entire month to complete. Instead, I find on a balance of probabilities that the Tenants' failures to comply with the Act delayed the Landlord's ability to re-rent the unit until September 15, 2025.

Therefore, I grant the Landlord a Monetary Order for loss of half a month's rental income under section 67 of the Act in the amount of \$1,145.00 ( $\$2,290.00 / 2$ ).

### **Is the Landlord entitled to recover the filing fee for the Cross Application from the Tenants?**

As the Landlord was partially successful, I grant the Landlord's request to recover the filing fee for the Cross Application from the Tenants under section 72 of the Act.

### **Is the Landlord entitled to retain all or a portion of the Tenants' security deposit in partial satisfaction of the monetary awards requested?**

Section 72(2)(b) of the Act provides that where a tenant is ordered to pay any amount to a landlord, the amount may be deducted from any security deposit due to the tenant.

As the Landlord has been granted a monetary award for unpaid rent under section 67 of the Act, I find that the Landlord is entitled to retain the Tenants' security deposit, plus interest, in partial satisfaction of the monetary awards granted.

## Conclusion

I grant the Landlord a Monetary Order in the amount of **\$3,400.48** under the following terms:

<b>Monetary Issue</b>	<b>Granted Amount</b>
A Monetary Order for unpaid rent under section 67 of the Act	\$2,090.00
A Monetary Order for damage to the rental unit or common areas under sections 37 and 67 of the Act (\$758.28 + \$500.00)	\$1,258.28
A Monetary Order for compensation for loss of rental income under section 67 of the Act	\$1,145.00
Authorization to recover the filing fee for the Cross Application from the Tenants under section 72 of the Act	\$100.00
Authorization to apply the Tenants' security deposit under section 72 of the Act	-\$1,145.00
Amount of interest owed on security deposit from October 3, 2023 to the date of this Order	-\$47.80
<b>Total Amount</b>	<b>\$3,400.48</b>

The Landlord is provided with this Order in the above terms, and the Tenants must be served with **this Order** as soon as possible. Should the Tenants fail to comply with this Order, this Order may be filed and enforced in the Provincial Court of British Columbia (Small Claims Court).

The Tenants' Application for a Monetary Order for compensation for damage or loss under section 67 of the Act 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: January 15, 2026

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Residential Tenancy Branch