



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

DECISION

Introduction

This hearing dealt with an Application for Dispute Resolution by both parties under the *Residential Tenancy Act* (the Act) for:

- Landlord monetary claim of \$4,046.67 for damages and other compensation under the Act, including the \$100.00. filing fee and to retain the Tenant's security deposit towards any amount owed
- Tenant monetary claim of \$1,060.46 for the return of \$960.46 of their \$1,150.00 security deposit plus the filing fee of \$100.00.

Those listed on the cover page of this decision attended the hearing and were affirmed. Words utilizing the singular shall also include the plural and vice versa where the context requires.

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

Both parties confirmed service.

Preliminary Matters

Under section 62(3) of the Act, as both parties confirmed their email addresses, I authorize the parties to serve each by email for any resulting orders. The parties may rely on this decision as proof that email service has been authorized and both parties are reminded that documents served by email are deemed served 3 days after the email is sent. Therefore, both parties are reminded to check their email, including junk mail folders daily, to avoid any service issues. This decision will be emailed to both parties. The email addresses for all parties have been included on the cover page of this decision.

In addition, the parties agreed to resolve some of the items by way of a mutually settled agreement pursuant to section 63 of the Act. I will address those items below as a result.

Facts and Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, which is more likely than not, I find the following.

A periodic tenancy, which is also known as a month-to-month tenancy, began on August 15, 2024. Monthly rent was \$2,300.00 per month and always due on the first day of each month. The Tenant paid a security deposit of \$1,150.00, which the Landlord continues to hold and has claimed against. I will calculate interest on the security deposit later in this decision. The Landlord received the Tenant's written forwarding address in the beginning of September 2025, and the Landlord filed their application claiming towards the security deposit on September 11, 2025, which I find is within 15 days under section 38 of the Act.

To be awarded compensation for a breach of the Act, the applicant must prove the following 4-part test for damages or loss (4-part test):

- the respondent 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 applicant acted reasonably to minimize that damage or loss

Landlord's application

Item 1 – The parties agreed by mutually settled agreement (Settlement Agreement) that the Tenant would compensate the Landlord \$10.00 for a missing door key.

Item 2 – The Landlord has claimed \$76.67 for one extra day of rent as the tenancy did not vacate until August 1, 2025, although the Tenant provided written notice on June 6, 2025, that they would be vacating the rental unit. The Landlord wrote back to the Tenant indicating that the one-month notice is not 30 days from the written notice, so a notice to end tenancy served on June 6, 2025, would be effective July 31, 2025, which I find is correct, as it complies with the section 45(1) of the Act, which applies and states:

45(1) A tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that

- (a) is not earlier than one month after the date the landlord receives the notice, and
- (b) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

The Tenant stated that the Landlord did not advise them that if they stayed an extra day into August 2025, that they would have to pay for that, which the Landlord stated they were not required to do, as the Landlord did not waive any rights to claim for loss of rent, which I agree with. Therefore, I find the Tenant breached section 26 of the Act, by overholding 1 day by not vacating on July 31, 2025, as indicated and waited until August 1, 2025. I find the Tenant owes one day of rent as a result, which I find is \$2,300.00 divided by 31 days for August, which I find is \$74.19. As the Landlord claimed \$76.67, I dismiss any amount higher than \$74.19, as I find the Landlord's calculation to be incorrect. I grant the Landlord \$74.19 for this item and find that the Landlord has met the burden of proof and the 4-part test.

Item 3 – The Landlord has claimed \$472.50 for professional deep cleaning and referred to clause 5 of the Professional Cleaning Addendum (PCA), which reads in part as follows:

**PROFESSIONAL CLEANING ADDENDUM
Additional Terms to the Residential Tenancy Agreement**

This Addendum forms part of the Residential Tenancy Agreement made this day between the Landlord and the Tenant. These terms are material and fundamental to the Residential Tenancy Agreement. Failure to comply with these terms entitles the Landlord to end the Residential Tenancy Agreement. The Tenant acknowledges receiving a copy of this Addendum.

The unit is being received by the tenant professionally cleaned by a established, experienced company.

Cleaning services should be provided for a professional incorporated company to the choice of the tenant that has a t least 5 years in the market, but landlord should approve in writing the company selected by the tenant.

The cleaning services required at the end of the tenancy are:

- For the unit, including floors, counters, kitchen bathrooms, living room, doors, walls (if applicable), lamps, etc.
- For the flooring
- For the blinds
- For the windows
- Deep cleaning and disinfection for appliances (Washer, Dryer, range, hood, microwave, dishwasher). Including moving and cleaning behind fridge and range.
- Balcony

In case that tenant leave the unit without cleaning, tenant express their consent to landlord to hire such services and deduct the expenses from their rent deposit.

We hereby acknowledge that I have read and understand this Professional Cleaning Addendum, and we agree to comply with it fully.

In case of conflict between the provisions of this Addendum and any other provisions of the Residential Tenancy Agreement. the provisions of this Addendum shall govern.

Firstly, section 37 of the Act only requires the Tenant to leave the rental unit in a reasonably clean condition, so I find the Landlord's request for professional cleaning to exceed that standard of cleanliness. Secondly, section 5 of the Act applies and states that the Act cannot be avoided and that Landlords and Tenant may not avoid or contract out of this Act or the regulations and that any attempt to avoid or contract out of the Act or the regulation is of no effect. Therefore, I find the PCA is unenforceable as I find the Landlord attempted to contract out of the Act and enforce a standard of cleaning higher than what the Act requires.

In support of this finding, I note the Landlord stated that they want the rental unit in the same condition as it was at move-in, which I find is unreasonable as some wear and tear is permitted and expected in every tenancy in British Columbia as per section 37(2)(a) of the Act. That section states that the Tenant must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear.

Furthermore, the Tenant submitted photographs that I find supports that the rental unit was not professionally cleaned before the start of the tenancy, as I find the Tenant's photographs shows the rental unit at the start of the tenancy to show dust and debris on the kitchen floor and a dirty side of the toilet in images dated August 12, 2024.

Finally, I have reviewed the invoice from the Landlord (Invoice) which the Landlord confirmed is their own company. I find the Invoice is insufficient as it fails to provide a breakdown of the number of hours to clean, and says "deep cleaning move out", which I find is not required, only a reasonable amount of cleaning. Furthermore, I find the Landlord failed to present any evidence that instructions were given to the Tenant on how to move the fridge and stove to clean behind both and if they were moveable.

As the Tenant failed to remove all their personal items, as seen in the photographs, which is required by section 14 of the regulation, I grant the Landlord a nominal amount of **\$50.00** to reflect that the Landlord had to collect and dispose of what I consider to be worthless personal items left behind by the Tenant, which was the responsibility of the Tenant. Any higher amount I dismiss in full due to insufficient evidence, without leave to reapply.

Items 4 and 5 – These items relate to \$600.00 for painting damaged walls and \$262.50 for painting materials. The Landlord claims the rental unit was last painting one week before the tenancy began on August 15, 2024. While I find the marks on the walls are beyond normal wear and tear, I find the Landlord's Invoice fails to indicate the number of hours and what was painted, and therefore, I grant a nominal amount of **\$100.00** as I

find the Landlord has failed to prove parts three and four of the 4-part test described above. The amount of \$100.00 is to reflect that some painting is required and that the Tenant damages some of the walls beyond what I find to be normal wear and tear based on the photographs submitted.

Item 7 – The Landlord has claimed \$25.00 to replace the visitor pass given to the Tenant and that the Tenant admits they failed to return. As the Landlord stated that they have already purchased a new visitor pass, I find the Tenant is liable for the visitor pass they neglected to return by August 1, 2025. Therefore, I find the Landlord has met the burden of proof and I grant the Landlord **\$25.00** for this item.

Item 8 – The parties agreed that the Tenant would compensate the Landlord \$200.00 for the move-out fee by way of a Settlement Agreement. I order the parties to comply with their Settlement Agreement under sections 62(3) and 63 of the Act for items 1 and 8 described above.

Item 9 – The Landlord has claimed loss of August 2025 rent due to the repairs to the rental unit and to re-rent, which I dismiss in full, as I find the Landlord failed to prove any repairs that would have delayed a new tenant to move-in. I have also considered that the Tenant gave proper notice under section 45(1) of the Act and that the Tenant is not liable for August 2025 loss of rent as a result. This item is dismissed without leave to reapply due to insufficient evidence.

Pursuant to section 67 of the Act, I find the Landlord has proven a total monetary claim of **\$459.19** as follows:

Item 1 – \$10.00 by Settlement Agreement.

Item 2 – \$74.19

Item 3 – \$50.00 nominal amount

Items 4 and 5 - \$100.00 nominal amount

Item 7 – \$25.00

Item 8 – \$200.00 by Settlement Agreement.

Item 9 – Dismissed

I will address the filing fees of both parties later in this decision.

Tenant's application

The Tenant has claimed \$1,060.46 for the return of \$960.46 of their \$1,150.00 security deposit plus the filing fee of \$100.00. I find the Tenant's security deposit of \$1,150.00 has accrued interest of \$22.78. Therefore, I find the Landlord continues to hold a security deposit with interest of \$1,172.78.

From the amount of \$1,172.78, I offset the Landlord's monetary claim of \$459.19 for a security deposit plus interest balance owed by the Landlord to the Tenant of **\$713.59**.

I find that both filing fees offset each other so decline to grant either.

Conclusion

The Tenant is granted a Monetary Order of **\$713.59** as indicated above, and the Landlord must be served with **this Order and a demand letter before it is enforced**. The following link is the RTB website that explains how to serve and enforce a Monetary Order:

<https://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies/solving-problems/tenancy-dispute-resolution/serving-and-enforcing-orders/monetary-order>

Should the Landlord fail to comply with this Order, this Order may be filed and enforced in the Provincial Court of British Columbia (Small Claims Court) if equal to or less than \$35,000.00.

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 9, 2026

Residential Tenancy Branch