

DECISION

Introduction

This cross-application hearing dealt with the Landlords' Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- a Monetary Order for unpaid rent under section 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

In addition, the Tenant's Application for Dispute under the Act sought:

- A Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act
- Authorization to recover the filing fee for the Application from the Landlords under section 72 of the Act

Y.C. attended the hearing on behalf of both Landlords. The Tenant attended the hearing with an advocate, Y.W. A Mandarin interpreter provided translation services for the Tenant and their advocate.

Analysis

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

This was an adjourned hearing. I find that both parties were provided with the Proceeding Package directly by the Residential Tenancy Branch for the adjourned hearing date. There is no evidence before me to suggest that either party did not receive these documents.

Service of Evidence

On behalf of the Landlords, Y.C. advised that their evidence was served on the Tenant by registered mail. The Tenant did not raise any objections. Therefore, I find that the Tenant was sufficiently served in accordance with section 71(2)(c) of the Act.

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Issues to be Decided

Are the Landlords entitled to a Monetary Order for damage to the rental unit or common areas?

Are the Landlords entitled to retain all or a portion of the Tenant's security and pet damage deposit in partial satisfaction of the monetary award requested?

Is the Tenant entitled to a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act?

Is the Tenant entitled to recover the filing fee for this application from the Landlords?

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 parties provided evidence that this tenancy began on December 15, 2024, with a monthly rent of \$1,850.00, due on the first day of the month, with a security deposit in the amount of \$925.00

The parties agreed that a move-in condition inspection was completed but the Landlords could not provide evidence to show that the move-in condition inspection report was sent to the Tenant. Y.C. recalled sending a copy by email, but could not locate a copy of the email during the hearing. The Tenant denies receipt of this inspection. Both parties agree that a move-out inspection was completed and sent to the Tenant by email.

The Landlords' Claim

The Landlords are seeking the following damages and compensation:

Item	Description	Amount
1	Damage to Stove	\$1,345.11
2	Burnt Counter Top	\$1,520.00 to \$1,780.00
3	Living Room Wall Repair	\$634.00
4	Cleaning	\$75.00
	TOTAL	\$3,574.11 -\$3,834.11

Stove

The Landlords submit that the stovetop was physically damaged during the tenancy and could not be restored through cleaning. A professional cleaner attempted to use a dedicated stovetop product without success, confirming the damage was not surface buildup but permanent. Y.C. stated that replacing only the glass top was not cost-effective, as parts and labour approached the cost of a new unit. The Landlords therefore purchased a like-for-like replacement stove from Costco on September 11, 2025, for \$1,345.11, and had it installed on September 20, 2025. The Landlords rely on the move-out inspection report, which notes damage to the stovetop, and asserts that no such damage was recorded at move-in. Y.C. also referred to testimony that the Tenant verbally admitted responsibility for the stove damage at the move-out inspection. Y.C. disputes the Tenant's claim that the damage was due to prior wear and tear, noting that previous inspection reports and a letter from the prior tenant confirm the unit was in excellent condition before this tenancy.

The Tenant denies causing damage to the stovetop and states that she used the appliance normally during the tenancy. She asserts that the stove was already worn when she moved in and argues that any deterioration was due to normal wear and tear over years of prior use. The Tenant emphasizes that the Landlords did not provide evidence of the stove's age and contends that the cost of a new stove is unreasonable given her eight-month occupancy. She further states that the stove was functioning at move-out and that the Landlords confirmed this during the inspection. The Tenant disputes the Landlords' claim that the damage was physical rather than cosmetic and maintains that she did not intentionally damage the appliance.

Countertop

The Landlords submit that the kitchen countertop sustained multiple burn marks during the tenancy. The move-out inspection report notes burn spots, and photographs were provided. Y.C. states that the Tenant admitted responsibility for this damage during the move-out inspection. The Landlords asserts that repair was explored but deemed impractical. Several contractors advised that the countertop should be replaced, and the only contractor willing to attempt repair could not guarantee results. The Landlords obtained a Home Depot estimate for replacement in the range of \$1,520.00 to \$1,780.00. The Landlords emphasizes that the countertop was not damaged at move-in, as confirmed by the inspection report and prior tenant's letter.

The Tenant acknowledges that burn marks occurred on the countertop but states that the damage was accidental and caused by placing a hot pan during cooking. She argues that the Landlords failed to warn her that the countertop material was not heat-resistant and claims that the damage was not deliberate. The Tenant disputes the Landlords' estimate for full replacement, asserting that the amount should reflect depreciation because the countertop was not new and had been in use for many years. She also notes that only two small spots were burned, as shown in the photographs, and contends that repair rather than replacement would be sufficient.

Living Room Wall

The Landlords submit that the living room wall was scratched and dented during the tenancy. The Tenant acknowledged that a chair caused at least one scratch. The move-out inspection report notes wall damage, and photographs were provided. Y.C. states that, in an effort to minimize costs, the Landlords undertook the repairs themselves over multiple trips, saving approximately \$500.00 compared to the lowest contractor quote. The Landlords claim only the material costs of \$634.00, supported by receipts.

The Tenant admits responsibility for one scratch caused by a chair but denies causing other marks noted by the Landlords. She states that the Landlords have not provided evidence of the wall's condition before move-in and argues that some marks may have pre-existed the tenancy. The Tenant further asserts that the claimed amount for repair is excessive and should account for depreciation and normal wear and tear. She maintains that she communicated openly about the single scratch and did not attempt to conceal it.

Cleaning Fee

The Landlords submit that the tenancy agreement included an addendum requiring the Tenant to have the unit professionally cleaned and the carpets professionally cleaned upon move-out. Y.C. states that this obligation was not met. The Landlords provided photographs taken after the Tenant vacated, which they say show areas that were not cleaned to a professional standard, including the oven and washing machine. Y.C. testified that, although their parents attempted to clean the unit, it remained below professional standards, and they hired Echo Janitorial Services to complete the cleaning. The Landlords submitted an invoice for \$75.00 for this service.

The Tenant disputes the claim, stating that she cleaned the unit thoroughly herself and provided a receipt for professional carpet cleaning. She testified that she spent considerable time cleaning and argues that the unit was dusty when she moved in, requiring her to clean extensively at the start of the tenancy. The Tenant maintains that the unit was left in a reasonably clean condition and that the Landlords' expectation of professional cleaning was unnecessary.

The Tenant's Claim

The Tenant is seeking the following damages and compensation:

Item	Description	Amount
1	Drainage and Door Repair	\$262.50

2	Bedroom Door Repair	\$126.00
3	Light and Refrigerator Repair	\$147.00
4	Filing fee	\$100.00
	TOTAL	\$ 635.50

The Tenant seeks reimbursement for costs incurred during the tenancy for repairs she states were necessary to maintain the rental unit in a habitable condition. The Tenant provided receipts for these repairs and testified that she undertook them because the Landlords were residing far away and could not address the issues promptly. The Landlords dispute the necessity of these repairs and questions whether the Tenant communicated the problems before arranging for service.

Drainage and Door Repair

The Tenant testified that shortly after moving in, she discovered that the kitchen sink drain was clogged and water would not go down, making it impossible to wash vegetables or cook properly. She also stated that one of the sliding doors in the bedroom could not close completely and was defective. The Tenant explained that she did not request the Landlords' assistance because the Landlords were living in Delta and she believed repairs would not be completed quickly. The Tenant provided a receipt for plumbing services and door adjustment, dated within days of the start of the tenancy.

The Landlords dispute the claim, stating that the Tenant never reported these issues during the tenancy and that the first notice of these repairs was through the Tenant's evidence filed for this hearing. Y.C. testified that the drain may have appeared dry because the unit was vacant for some time and suggested that a simple drain cleaner could have resolved any minor blockage. The Landlords also questioned the timing of the receipt and whether the repairs were necessary.

Bedroom Door Repair

The Tenant testified that the sliding door in the bedroom was misaligned and could not close properly, which affected privacy and use of the space. She stated that she hired a handyman to repair the door and provided a receipt for this work. The Tenant explained that she did not seek reimbursement at the time because she considered the cost minor and wanted the issue resolved quickly.

The Landlords dispute this claim, stating that the Tenant did not raise any concern about the bedroom door during the tenancy and that the move-in inspection did not note any defect. The Landlords argue that the Tenant's decision to proceed without notice deprived them of the opportunity to address the issue themselves.

Light and Refrigerator Repair

The Tenant testified that during the tenancy, the light fixture in the unit failed and the refrigerator handle became loose. She stated that she hired a handyman to repair both items and provided a receipt for these services. The Tenant explained that she did not request the Landlords assistance because she believed the repairs were straightforward and inexpensive.

The Landlords dispute this claim, stating that the Tenant did not report these issues and that the repairs were unnecessary. Y.C. testified that the refrigerator handle could have been tightened easily and that the light fixture was functioning at the start of the tenancy.

Analysis

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. 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.

In an application for compensation for damage or loss, the party claiming the damage or loss bears the burden of proof.

Are the Landlords 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 Landlords 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 Landlords acted reasonably to minimize that damage or loss

Based on the evidence before me, the testimony of the parties, and on a balance of probabilities, I find that the Landlords has established a claim for damage to the rental unit or common areas.

Stove

Based on the evidence from the parties, I find that the Landlords have not established the full claim for the stove on a balance of probabilities. While the move-out inspection report notes damage to the stovetop and the Landlords provided a receipt for a replacement stove, the Landlords did not provide persuasive evidence regarding the age of the appliance, its expected useful life, or whether repair options were reasonably explored and costed.

According to Residential Tenancy Branch Policy Guideline 40: *Useful Life of Building Elements*, the expected useful life of a stove is approximately 15 years. This guideline assists in assessing depreciation and determining whether damage is beyond normal wear and tear. In this case, the Landlords was unable to confirm the stove's age or provide evidence that the damage was caused by a deliberate or negligent act of the Tenant rather than ordinary wear. The Tenant's testimony that the stove was functioning at move-out and that she used it normally further supports this uncertainty.

Given these evidentiary gaps, I find that the Landlords have not proven entitlement to the full replacement cost of \$1,345.11. However, the evidence does support that some damage occurred during the tenancy, and the Tenant acknowledged responsibility for the condition during the move-out inspection. Accordingly, I award nominal damages of \$200.00 for the stove.

Countertop

Based on the evidence of the parties, I accept that there is damage to the countertop that goes beyond normal wear and tear. The Landlords submitted photographs showing burn marks, and the Tenant acknowledged that the damage occurred when a hot pan was placed on the surface. While I accept that some damage occurred, I do not find that the Landlords have satisfied me of the quantum of the damage. The Landlords provided a Home Depot estimate for full replacement ranging from \$1,520.00 to \$1,780.00 but did not provide evidence of the countertop's age, material specifications, or any written quotes for repair options. There was no proof that repair was not possible or that replacement was the only reasonable option.

According to Residential Tenancy Branch Policy Guideline 40: *Useful Life of Building Elements*, laminate countertops have an estimated useful life of 15 years. Compensation must reflect actual loss and avoid betterment. In the absence of reliable evidence regarding the cost of repair and the age of the countertop, I find that the Landlords has not proven entitlement to the full value of the claimed loss. However, I am satisfied that some damage occurred and that a nominal award is appropriate in the circumstances.

Therefore, under sections 32 and 67 of the Act, I award the Landlords nominal damages of \$200.00 for the countertop.

Living Room Wall

Based on the evidence of the parties, I accept that some damage occurred to the living room wall during the tenancy. The move-out inspection report notes scratches and marks, and the Tenant acknowledged that a chair caused at least one scratch. However, the Landlords have not provided persuasive evidence of the wall's condition at the start of the tenancy, nor have they demonstrated the extent of the damage. While receipts for materials were submitted, there is no evidence that the claimed amount reflects only the cost of repairing damage attributable to the Tenant rather than routine touch-ups or maintenance.

According to Residential Tenancy Branch Policy Guideline 40: *Useful Life of Building Elements*, painted walls are considered a finish that requires periodic renewal and are subject to normal wear and tear over time. Compensation must reflect actual loss and avoid betterment. In this case, the Landlords have not established the age of the paint or provided evidence that the repairs were necessary solely because of the Tenant's actions. Given these evidentiary gaps, I find that the Landlords has not proven entitlement to the full amount claimed.

However, I am satisfied that some damage occurred and that a nominal award is appropriate in the circumstances. Therefore, under sections 32 and 67 of the Act, I award the Landlords nominal damages of \$200.00 for the living room wall.

Cleaning Fee

Based on the evidence before me, I find that the tenancy agreement explicitly required the Tenant to have the unit professionally cleaned upon move-out. While the Tenant provided evidence of carpet cleaning and testified to her own cleaning efforts, the Tenant did not hire a professional cleaner for the remainder of the rental unit. The Landlords provided photographs showing areas that required further cleaning and submitted an invoice for \$75.00 for professional cleaning services performed after the tenancy ended. I accept this invoice as reliable evidence of the cost incurred to bring the unit to a state of reasonable cleanliness as required by section 37 of the Act.

Under sections 37 and 67 of the Act, a tenant must comply with the tenancy agreement, and where a breach results in loss, the Landlords may recover reasonable costs. In this case, the Landlords acted reasonably to minimize costs by hiring a cleaner at a modest rate. Accordingly, I find the Landlords is entitled to recover \$75.00 for cleaning.

Is the Landlords entitled to retain all or a portion of the Tenant's security deposit in full satisfaction of the monetary award requested?

Under Sections 24, 36, and 38 of the Act, a Landlords' right to retain a security deposit is subject to strict compliance with the Act and the Residential Tenancy Regulation.

Section 24(2) of the Act states that a Landlords' right to claim against a security deposit for damage is extinguished if the Landlords:

- Fails to offer the tenant two opportunities to participate in a condition inspection, as required under section 23(3);
- Does not participate in either the move-in or move-out inspection; or
- Fails to complete and provide the tenant with a Condition Inspection Report (CIR) in accordance with the Regulation.

In this case, the Landlords did not provide evidence that the move-in inspection report was sent to the Tenant, and the Tenant denies receiving it. Accordingly, the Landlords' right to claim against the security deposit for *damage* to the rental unit is extinguished under section 24(2) of the Act. However, the Landlords also claimed a cleaning fee. Cleaning is not considered "damage" under the Act. Therefore, the extinguishment provisions under section 24(2) do not apply to this claim, and the Landlords is not subject to the doubling provisions in section 38(6).

The tenancy ended on August 31, 2025, and the Tenant provided a forwarding address shortly thereafter. The Landlords filed this application within the statutory timeline, seeking compensation for cleaning and other items. I have allowed the Landlords' claim for cleaning in the amount of \$75.00, and I have awarded nominal damages totaling \$600.00 for the stove, countertop, and wall.

The Tenant paid a security deposit of \$925.00. As below, and pursuant to section 72(2)(b) I permit the Landlords to retain a portion of the Tenant's damage deposit in full satisfaction of the monetary award.

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

To be awarded compensation for a breach of the Act or tenancy agreement, the Tenant must prove:

- The Landlords 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 Tenant acted reasonably to minimize that damage or loss

Under section 32(1) of the Act, a landlord is responsible for maintaining the rental unit in a state of repair that complies with health, safety, and housing standards. Section 32(2) requires the tenant to maintain reasonable health, cleanliness, and sanitary standards. While the Act does not expressly require tenants to notify the landlord of needed repairs, Residential Tenancy Branch Policy Guideline 1 states that tenants should inform the landlord of the need for repair, preferably in writing, and allow a reasonable opportunity for the landlord to complete the work before taking independent action. If the Landlords refuses to make the repair, the tenant may apply for a repair order through

dispute resolution. The guideline also warns that if a tenant fails to notify the landlord and damage results, the tenant may be held responsible. This guidance ensures that the landlord has an opportunity to address issues before the tenant undertakes repairs or seeks reimbursement. Failure to provide notice generally disentitles the tenant from recovering costs unless the repairs were urgent and necessary to protect health or safety.

The Tenant claims reimbursement for drainage repair, bedroom door adjustment, and minor repairs to a light fixture and refrigerator handle. While I accept that these repairs were completed and receipts were provided, the Tenant testified that she did not notify the Landlords before arranging for service. The Landlords' testimony and documentary evidence support that they were not given notice or an opportunity to remedy these issues. In this case, I find that the repairs described were not urgent within the meaning of section 32(3), which contemplates emergencies such as major leaks, heating failure, or electrical hazards. These were routine maintenance issues that could have been addressed by the Landlords had notice been provided.

Applying the four-part test, I find that the Tenant cannot establish that the Landlords failed to comply with the Act, regulation, or tenancy agreement because the Landlords were not given an opportunity to do so. While the Tenant incurred costs, these did not result from a proven failure by the Landlords. Although the Tenant provided receipts, satisfying the third element, she did not act reasonably to minimize loss by notifying the Landlords before taking independent action. Further, I find that in undertaking the repairs herself and delaying her reimbursement claim until the tenancy ended, the Tenant failed to mitigate her loss. Given these circumstances, I find that the Tenant has not met the test for compensation. Accordingly, I deny the Tenant's claims for reimbursement of repair costs.

Is the Tenant entitled to recover the filing fee for this application from the Landlords?

As the Tenant was not successful in this application, the Tenant's application for authorization to recover the filing fee for this application from the Landlords under section 72 of the Act is dismissed, without leave to reapply.

Conclusion

Under section 72(2)(b) of the Act, I permit the Landlords to retain \$675.00 from the Tenant's security deposit in full satisfaction of the monetary award under sections 32, 37, and 67 of the Act.

I order that the Landlords return the remaining \$250.00 in the security deposit plus \$9.95 in interest to the Tenant. Accordingly, I grant the Tenant a Monetary Order in the amount of **\$259.95** under the following terms:

Monetary Issue	Granted Amount
Amount of security damage deposit held by the Landlords in trust	\$925.00
Amount of interest owed on security deposit to the date of this Order	\$9.95
Authorization for the Landlord to retain a portion of the Tenant's security deposit in full satisfaction of the Monetary Orders granted under sections 32, 37, and 67 of the Act	-\$675.00
Total Amount Payable by Landlords to Tenant	\$259.95

The Tenant is provided with this Order in the above terms and the Landlords must be served with **this Order** as soon as possible. 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).

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 13, 2026

Residential Tenancy Branch