



DECISION

Introduction

Pursuant to section 58 of the Residential Tenancy Act (the Act), I was designated to hear linked applications.

The Landlords' September 13, 2025 Application for Dispute Resolution under the Act is for:

- A Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act;
- An authorization to retain all or a portion of the security deposit, under section 38;
- An authorization to recover the filing fee for this application, under section 72.

The Tenants' September 29, 2025 Application for Dispute Resolution under the Act is for:

- An Order for the Landlord to return the security deposit, pursuant to section 38;
- An authorization to recover the filing fee for this application, under section 72.

Landlords CR and AO attended the proceedings for the Landlords.

Tenants LA and MM, MM's assistant and witness BC, as well as the Tenants' former landlord CA, attended the proceedings for the Tenants.

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

The Landlords acknowledge service of the Tenants' Proceeding Package and evidence and are duly served in accordance with the Act.

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Issues to be Decided

Is the Landlord entitled to compensation for damage to the rental unit or common areas?

Is the Landlord authorized to retain any portion of the security deposit? Should the security deposit be doubled due to a failure of the Landlord to comply with section 38 of the Act?

Is either party entitled to recover their filing fee from the other party?

Facts and Analysis

Both parties agree that this tenancy started on October 1, 2024, and that there was a \$1,350.00 security deposit paid on October 1, 2024. During the tenancy there was a \$100.00 deduction to the security deposit. Both parties agree that the tenancy ended on August 31, 2025.

Move-in and move-out condition inspections

Both parties agree that the move-in condition inspection occurred with both parties having representatives attending. Although the Tenants did not sign the report, there was a consensus on the status of the rental unit and the information contained in the move-in condition inspection report.

Both parties also agree that a move-out condition inspection was scheduled on August 31, 2025, with both parties having representatives attending. Both parties agree that the Tenants' cleaners attended the rental unit until after the move-out condition inspection report process had concluded. There are differing perspectives on some details.

The Tenants argue that the Landlords allowed them to leave after attending the inspection for several hours, promising the Tenants that they would oversee the rest of the cleaners' work. The Tenants state that, regarding the manner that the inspection concluded – with the provision of the forwarding address and cordial discussion on security deposit – the reasonable impression was that the formal portion of the move-out condition inspection had concluded and satisfied all requirements. This is despite the fact that none of the Tenants or their representatives signed the move-out condition inspection report.

The contention regarding the events of the move-out condition inspection is important because the Tenants argue that the Landlord made new observations regarding the status of the rental unit after telling the Tenants that they could leave.

The Landlords argue that the Tenants were impatient with the move-out condition inspection process, and the Landlords state that they couldn't hold them hostage and so they permitted them to leave. The Landlords state that the Tenants were aware that it was the Landlords' desire to have the Tenants to remain present until the cleaners had concluded their work so that they could obtain the Tenants' signatures on the report before they left.

The Landlords state that the rental unit was not ready for the move-out condition inspection at the time that was originally scheduled, hence the delays. The Landlords also consider the delay throughout the day to represent a second opportunity for the move-out condition inspection to occur with the Tenants' participation.

Overall, I conclude that both parties made failures to comply with the Act regarding the move-out condition inspection. The Tenants did not sign the report and did not attend the full move-out inspection. The Landlords did not offer a second opportunity in writing and should not have offered the Tenants a chance to leave without clearly stating that they consider it an abandonment of the inspection report process and that they were going to make new observations without the Tenants' participation.

Therefore, I have chosen to rely more on the evidence and testimony regarding the status of the rental unit and any alleged damage rather than the move-out report. I also conclude that both parties' failures were resulting from a lack of awareness rather than bad faith – I believe that both parties were generally attempting to comply with the Act and Regulation to the best of their knowledge during the move out condition inspection process.

Is the Landlord entitled to compensation for damage to the rental unit or common areas?

To be awarded compensation for a breach of the Act, the Landlord must prove:

- the tenant has failed to comply with the Act, regulation or tenancy agreement
- loss or damage has resulted from this failure to comply
- the amount of or value of the damage or loss
- the landlord acted reasonably to minimize that damage or loss

Below, I have assessed each claim as presented on the Landlords' Monetary Order Worksheet based on the evidence and testimony of both parties. There is one exception relating to the alleged wall damage as the two claims are related, and therefore, they have been assessed together.

Laminate flooring damage - \$250.00

The Landlords state that there was no damage to the laminate floors before the Tenants moved in and point to the move-in condition inspection report to support their position.

After the Tenants' cleaners completed their work, the Landlords observed an area of stripped colour on the floor in the master bedroom. The Landlords have provided photos of the affected area. The Landlords say that they brought this up with the cleaners, who said they had thought there was a tough spot that needed to be cleaned, and so they buffed it out which resulted in the discolouration.

The Landlords have provided a quote from a contractor to fix the damage, which is \$250.00. The Landlords state that they did contact other contractors, but this was the

only one who would provide a quote without an inspection fee. The Landlords state that the flooring was originally installed in 2010.

The Tenants state that no flooring damage was observed during the move-out process, and state that the damage is minor and cosmetic, resulting from cleaning. The Tenants criticize the Landlords' failure to provide other quotes and state that this is a failure to mitigate loss.

Policy Guideline #40 indicates that laminate flooring has a useful life of 15 years. Therefore, at the time that the damage occurred, the floors were at or very near the end of their useful life. Having observed the Landlord's photos, I conclude that the discoloured area is very small, appearing to be 6 centimetres in diameter or less.

I conclude that the damage is mostly cosmetic, especially given the age of the floors. At the same time, I agree that there has been a degradation in the value of the floors due to the Tenants' cleaners' actions. I conclude that the loss of value of the floors amounts to no more than \$50.00, which is the amount of nominal damages that I award the Landlords for this claim.

Kitchen cabinet repainting - \$300.00

The Landlords state that the kitchen cabinets and drawers were in good condition at the outset of the tenancy, in accordance with the information contained in the move-in condition inspection. The Landlords add that there were no liners in the cabinets.

Both parties agree that, during the tenancy, the Tenants installed liners in the cabinets and drawers which utilized adhesives. At the end of the tenancy, all parties attempted to remove the liners, which caused damage. Given the damage that was occurring, the Landlords decided to leave the liners in some of the cabinets.

The Landlords argue that they never consented to the use of adhesive-based liners and only consented to the use of liners that are simply placed inside without any adhesives. The Landlords assert that it was negligent for the Tenants to use adhesive liners that would be difficult to remove without causing damage.

The Landlords have provided a quote from a contractor in the amount of \$300.00 to repaint the cabinets, which they believe is a reasonable and affordable remedy. The Landlords state that they did contact other contractors, but this was the only one who would provide a quote without an inspection fee. The Landlords report that the cabinets are from 2010.

The Tenants argue that the cabinets themselves were not in good condition at the outset of the tenancy, especially the area underneath the sink which had a fair amount of water damage already.

The Tenants presented a text message conversation with Landlord AO where they sent two photographs of the liners – one was the placement type, and the other was the adhesive type. After both photos were sent, the Landlord replied with their approval. I note that there was no explicit discussion regarding the use of adhesive or non-adhesive liners. Landlord AO states that they interpreted the first photo of the non-adhesive liner as the type that the Tenants were seeking permission for. The Tenants argue that their text message implied their intention to use both types of liners.

The Tenants also criticize the Landlords' failure to provide other quotes and state that this is a failure to mitigate loss.

Having considered the circumstances, evidence and testimony before me, I conclude the Tenants ought to have known that adhesive-based linings are difficult or impossible to remove without causing damage to the cabinets. Therefore, it was unreasonable for the Tenants to not explicitly convey in writing to the Landlords that they were seeking the installation of adhesive-based cabinet linings.

Based on the above I have decided to award the Landlord their full claim in the amount of \$300.00, regardless of the age of the cabinets, because I find the installation of the adhesive-liners to be negligent.

Wall repairs - \$1,000.00 to \$1,500.00

Paint and supplies - \$220.47

The Landlords state that their walls are textured, and that there was no pre-existing damage to the walls when the Tenants moved in as per the move-in condition inspection report. The Landlords acknowledge that the tenancy agreement advised the Tenants to not fill in nail holes. The Landlords state that this term was meant to interpret nail holes are reasonably small nails used to put up pictures – not large nail anchors or screws. The Landlords note that the removal of anchors resulted in significant damage to the walls because anchors are designed to stay in the walls, since they expand once they are placed inside.

The Landlords also state that the holes were excessive in not only size, but number as well. The Landlord's evidence descriptions indicate that 25+ holes were discovered. The Landlords also complain about pencil marks left on the walls that seem to have been used for leveling purposes.

The Landlords state that the walls were original from since 2010 or earlier, and state that the previous paint job was from 2019.

The Landlords have provided a quote from a drywall repair company to repair the walls, which included a range between \$1,000.00 to \$1,500.00. The Landlords have also provided a receipt of paint supplies costing \$220.47, stating that they opted to carry out

the patchwork and painting repairs themselves as there were new tenants who were supposed to begin occupying the rental unit the next day.

The Tenants point to the tenancy agreement and argue it clearly states to leave the nail holes – to which they complied. The Tenants also state that they obtained permission from the Landlords prior to using wall hangers. During the move-out condition inspection, the Tenants state that the Landlords asked for them to go fix the walls, to which they complied, but then afterwards when the Tenants came back with materials, the Landlords told them it was already fixed. The Tenants state that they washed the walls and removed the pencil marks after the Landlords had taken the photos. The Tenants also argue that most of the nail holes were caused by reasonably small nails.

Having assessed the arguments and evidence before me, I conclude that the Landlords repaired the damage to the walls using their own labour and paint supplies instead of hiring the drywall repair company. This is a form of mitigation of loss. Following these repairs, the status of the wall was brought in line with the expected value of the walls, given their age.

I accept that the installation of anchors was a negligent action by the Tenants that went beyond reasonable use of the walls, considering Policy Guideline #1 as well as the Landlord's term in the tenancy agreement. Overall, I conclude that the lesser claim of \$220.47 is fair compensation for the anchor damage, and associated supplies, labour and repairs undertaken by the Landlords. I do not consider the pencil markings or the smaller nail holes to be damage. For these reasons, the larger claim is dismissed without leave to reapply.

Stove damage repair - \$500.00

The Landlord states that the oven, which is from 2010, was in good condition at the outset of the tenancy; the Landlords have provided photos of the oven prior to move-out. The Landlords state that, during the cleaning process at the move-out phase, one of the Tenants scratched the over interface while vigorously cleaning it. The Landlords have provided photos of the oven interface after the damage was inflicted.

The Landlords have provided text messages between themselves and a contractor exploring the cost of replacing the interface, including installation.

The Tenants state that the damage is minor and cosmetic and can be considered in line with reasonable wear and tear as it occurred during cleaning and given that the oven is about 15 years old. The Tenants also contend that the over interface had some scratches on it at the outset of the tenancy.

Having assessed all the evidence and testimony, I conclude that the damage is minor and cosmetic, not requiring any sort of replacement especially given the age of the oven. Policy Guideline #40 indicates that the useful life of an oven or cooktop is 15 years. As opposed to my findings regarding the discoloration of the laminate floors, in

this case, I find there is no loss especially as oven interfaces are high contact areas that are regularly exposed to scraping, splattering, cleaning and scrubbing. Therefore, this claim is dismissed without leave to reapply.

Lightbulbs - \$22.72

The Tenants did not dispute the lightbulbs and agreed to compensate the Landlords for the burnt-out lightbulbs as per their agreement at the move-out condition inspection. Therefore, the Landlord is awarded \$22.72.

Is the Landlord authorized to retain any portion of the security deposit? Should the security deposit be doubled due to a failure of the Landlord to comply with section 38 of the Act?

As confirmed by both parties, the Landlord has claimed against the security deposit, which is currently valued at \$1,250.00 plus accrued interest (\$20.40).

Both parties have confirmed that the tenancy ended and the forwarding addresses were provided on August 31, 2025. The Landlord made their application against the security deposit on September 13, 2025, within the required timeline.

I conclude that any failings by both parties with respect to the move-out condition inspection were done in good faith and based on misunderstandings. I decline to penalize either party with any extinguishment of rights relating to the security deposit (for the Landlords, doubling of the deposit, and for the Tenants, the loss of the right to the return of any portion of their deposit).

Based on their application, the Tenants indicate that the Landlords sent them an altered version of the move-out condition inspection report 13 days after it was conducted. With respect to timelines, Residential Tenancy Regulation section 18(1)(b) indicates that the landlord must give a copy of the move-out condition inspection report within 15 days of the tenancy ending or the provision of a tenants forwarding address (whichever is later).

Based on the above, the security deposit and accrued interest will be set-off against all the Landlords' awards.

Is either party entitled to recover their filing fee from the other party?

The Landlords made a lawful claim against the security deposit within the required timelines and have established some of their loss. Therefore, I authorize the Landlords to recover their filing fee from the Tenants.

The Tenants have failed to establish that the Landlords were unlawfully retaining the security deposit in any way. Therefore, they are not authorized to recover the filing fee from the Landlords.

Conclusion

I grant the Tenants a Monetary Order in the amount of **\$577.21** under the following terms:

Monetary Issue	Granted Amount
Security deposit plus accrued interest	\$1,270.40
Laminate floor discolouration	-\$50.00
Kitchen cabinets repainting (adhesive liner damage)	-\$300.00
Wall damage compensation	-\$220.47
Burnt-out lightbulbs	-\$22.72
Filing fee	-\$100.00
Total Amount	\$577.21

I grant a Monetary Order to the Tenants in the amount of \$577.21. The Landlords must be served with **this Order** as soon as possible. Should the Landlords fail to comply with this Order, this Order may be filed and enforced in the Small Claims Court of British Columbia if equal to or less than \$35,000.00. Monetary Orders that are more than \$35,000.00 must be filed and enforced in the Supreme Court of British Columbia.

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 10, 2026

Residential Tenancy Branch