

DECISION

Introduction

This hearing dealt with two applications pursuant to the *Residential Tenancy Act* (Act). The Tenant's application for:

- a Monetary Order for the return of all of their security deposit under sections 38 and 67 of the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

And the Landlord's application for:

- A Monetary Order of \$26.23 to recover unpaid utilities
- A Monetary Order of \$151.00 for compensation for damages and loss under section 67 of the Act
- A Monetary Order of \$760.00 for compensation for monetary loss or other money owed under the Act
- Authorization to retain all or a portion of the Tenant's security deposit in partial satisfaction of the Monetary Order requested under section 38 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

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

As both parties confirmed service of the Proceeding Package and documentary evidence, I find both parties were served with the required materials in accordance with the Act.

Preliminary Matters

The Tenant named individual JL (JL2) as an applicant, tenant, for this tenancy, however, the Tenancy Agreement (TA) is between the Tenant and the Landlord. The

Landlord testified that JL 2 was not a tenant and they were not named on the TA. The Tenant acknowledged being the sole named tenant on the TA, although roommate JL2 occupied the rental unit with them for the duration of the tenancy.

As explained during the hearing and based on the testimony of the parties, the TA, and as per RTB Rules of Procedure (Rules) Rule 7.12, I amended the Tenant's application and removed JL2 as an applicant, tenant, for the matter before me.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order for unpaid utilities, and for compensation for damages and loss under the Act?

Is the Landlord entitled to recover the filing fee?

Is the Landlord entitled 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, or is the Tenant entitled to the return of the security deposit that the Landlord is retaining without cause?

Is the Tenant entitled to recover the filing fee?

Background and Evidence

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

Both parties agreed that this tenancy began on September 1, 2024, and ended on August 31, 2025. The monthly rent of \$2,400.00 was due on the last day of each month. On July 17, 2024, the Tenant paid a security deposit of \$1,200.00.

The parties completed the move-in Condition Inspection Report (CIR) on September 1, 2024, and the move-out CIR on August 31, 2025. The Tenant did not agree with or sign the move-out CIR.

The Tenant testified that on September 20, 2025, they provided via text message their forwarding address in writing to the Landlord. The Landlord testified that they did not accept the forwarding address on this date, as it was not served in a proper and legal document. Both parties agreed that the Landlord informed the Tenant of the same.

Both parties agreed that the Tenant provided their forwarding address in writing to the Landlord via the Tenant's application for dispute resolution, filed September 20, 2025. The Landlord stated that they did not receive the Proceeding Package or evidence until October 16, 2025, due to the Canada Post strike. The Canada Post tracking status shows that the mailed packaged was delivered to the Landlord on October 16, 2025.

The Landlord is seeking a monetary order as follows:

Item 1 - \$60.00, a flat fee for cleaning materials and tools.

Item 2 - \$700.00, for cleaning costs.

The Landlord testified that at the end of the tenancy, the rental unit was not returned in a reasonable level of cleanliness, despite multiple reminders and opportunities given to the Tenant prior to move-out. The Landlord testified that they conducted pre-inspection walkthroughs and advised the Tenant of cleaning expectations in advance.

According to the Landlord, the Tenant declined to hire professional cleaners and stated they did not have additional time to clean. The landlord testified that after the move-out inspection, they personally cleaned the unit on August 31, 2025, spending approximately ten hours overnight cleaning the kitchen, bathroom, floors, window areas, bathroom fan, cabinets, and surfaces. The Landlord claimed \$60.00 for cleaning materials and \$700.00 for labour, calculated at ten hours at \$70.00 per hour.

Item 3 - \$60.00, flat fee for fixing materials and tools.

Item 4 - \$70.00, labour for fixing dents and scratches.

The Landlord further testified that repairs were required due to dents, chips, and scratches on walls, door frames, and fixture areas. The Landlord stated that they performed these repairs using their own materials and tools, and claimed a flat fee of \$60.00 for repair materials.

Item 5 - \$21.00, for light bulb replacement costs. The Landlord testified that three light bulbs in the master bedroom fixture were replaced because they were of inconsistent color and wattage and, in their view, not appropriate for the installed fixture, raising safety concerns. The claimed \$21.00 for the replacement of three bulbs.

Item 6 - \$26.23, for unpaid utilities. The Landlord testified that under the Tenancy Agreement the Tenant was responsible for 25% of the utilities. The Landlord stated that due to the utility billing cycle, the final bill covering the Tenant's occupancy period was not available until after the tenancy ended.

The Tenant testified that the rental unit was not perfectly clean at move-in, noting, as an example, that dust and dirt were noticeable during the initial inspection. The Tenant testified that some items, including blinds in one bedroom, appeared old and dirty and that the landlord had mentioned they might be replaced.

Regarding the end of the tenancy, the Tenant testified that they and their JL2 spent extensive time cleaning the rental unit prior to move-out, including cleaning floors, kitchen surfaces, bathroom fixtures, blinds, and the bathroom exhaust fan. The Tenant stated that they made substantial efforts to return the unit in good condition.

According to the Tenant, the Landlord required an unreasonably high standard of cleanliness and objected to what the Tenant characterized as minor issues, such as small amounts of dust, hair, or residue that reappeared shortly after cleaning. The Tenant testified that even after repeated cleaning, the Landlord continued to express dissatisfaction and that the Tenant believed the cleaning performed exceeded what would normally be required.

The Tenant testified that they disputed the Landlord's claimed cleaning and repair costs, particularly the number of hours claimed and the hourly rate, and believed those amounts were unreasonable in light of the condition of the rental unit and the cleaning already performed by the Tenant.

The Tenant testified that the rental unit was damaged at the start of the tenancy, and they do not agree to damages by them.

The Tenant admitted that they purchased new bulbs of the same colour, without noticing any difference in wattage.

The Tenant agreed that they owed a portion of utilities in the amount claimed for the final billing period and did not dispute paying that amount.

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:

Is the Landlord entitled to a monetary order for unpaid utilities, and for compensation for damages and loss under the Act?

Test for damages or loss

In a claim for damage or loss under the Act or tenancy agreement, the claiming party has to prove, with a balance of probabilities, four different elements:

First, proof that the damage or loss exists, **second**, that the damage or loss occurred due to the actions or neglect of the respondent in violation of the Act or agreement, **third**, verification of the actual loss or damage claimed and **fourth**, proof that the party did whatever was reasonable to minimize their loss.

Where the claiming party has not met each of the four steps, the burden of proof has not been met and the claim fails.

Where one party provides a version of events in one way, and the other party provides an equally probable version of events, without further evidence, the party with the burden of proof has not met the onus to prove their claim and the claim fails.

Section 37 of the Act states when a tenant vacates the rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

I find the Landlord established their claim for a monetary order and loss or damage under the Act as follows:

I find the documentary evidence of the Tenant proved they cleaned the rental unit at the end of the tenancy. However, I find the Landlord's documentary evidence of photographs shows dust, in particular on doors, windowsills and the toilet, all of which required proper cleaning to ensure the rental unit was left in a reasonably clean condition as required by the Act.

Although the Landlord established a claim of cleaning costs, in this case, I find the Landlord relied on materials and labour costs that were self-assessed, and unreasonably high and not justified for the full amount. I decline to award the Landlord the total amount of \$760.00.

To acknowledge the Tenant's breach of section 37 of the Act, and based on review of the Landlord's documentary evidence, I find it reasonable to award the Landlord the total amount of \$100.00 for Item 1 and Item 2, cleaning materials and labour costs.

I also award the Landlord \$26.23 for unpaid utilities, as the Tenant was responsible for this amount as per the Tenancy Agreement. The Tenant accepted responsibility for the unpaid utilities and were willing to make payment.

I grant the Landlord a monetary award in the amount of \$126.23.

The remainder the Landlord's claim is dismissed without leave to reapply for the reasons explained below:

I find the Landlord did not establish loss in the amount of \$130.00, for repairs related to damages to the walls or door frames. I find the documentary evidence shows marks and chipped paint on the lower level of a door frame, which I find to be reasonable wear and tear during this tenancy. I find the Landlord did not prove loss due to the Tenant's actions or violation of the Act or tenancy agreement.

I decline to award \$21.00 for light bulb replacement cost. I find there was no evidence of fixture damage or non-functioning lights or documented hazard. In this case, I find mismatched colour, while aesthetically inconsistent, does not constitute damage.

Is the Landlord entitled 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, or is the Tenant entitled to the return of the security deposit that the Landlord is retaining without cause?

Section 38 of the Act states that within 15 days of either the tenancy ending or the date that the landlord receives the tenant's forwarding address in writing, whichever is later, a landlord must repay a security deposit to the tenant or make an application for dispute resolution to claim against it. Section 38(6) states if a landlord does not comply with subsection (1), the landlord may not make a claim against the security deposit and must pay the tenant double the amount of the security deposit and pet damage deposit.

In this case, the forwarding address was provided via text message on September 20, 2025, which the Landlord did not accept and informed the Tenant of the same. Thereafter, the Tenant provided their forwarding address via their application for dispute resolution, which was filed on the same date. I find the Landlord received the forwarding address with the Tenant's application for dispute resolution, served to the Landlord on October 16, 2025. As the Landlord made their application on October 20, 2025, I find that the Landlord did make their application within 15 days of receiving the Tenant's forwarding address.

The security deposit of \$1,200.00 has accrued \$26.36 in interest. The Landlord holds the total security deposit in the amount of \$1,226.36.

As the Landlord has been granted a monetary award of \$126.23, I authorize the Landlord to deduct this amount from the total security deposit held in full satisfaction of the claim.

I order the Landlord to immediately return the balance of the total security deposit held, or \$1,100.13, to the Tenant. To give effect to this order, I grant the Tenant a monetary order in the amount of \$1,100.13.

**Is the Landlord entitled to recover the filing fee?
Is the Tenant entitled to recover the filing fee?**

As both parties had partial success with their applications, I find the filing fees offset each other. As such, I decline to award either filing fee.

I dismiss both the Landlord's and the Tenant's applications for the return of the filing fee.

Conclusion

I grant the Landlord a monetary award in the amount of \$126.23, which the Landlord may deduct from the total security deposit in full satisfaction of the claim.

I order the Landlord to immediately return the balance of the total security deposit held, or \$1,100.13 to the Tenant. To give effect to this order, I grant the Tenant a monetary order in the amount of \$1,100.13.

The Tenant is provided with this Order in the above terms and the Landlord must be served with **this Order** to be enforceable. Should the Landlord fail to comply with this

Order, this Order may be filed in the Provincial Court of British Columbia (Small Claims Court) to be enforced as an order of that 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 12, 2026

Residential Tenancy Branch