

DECISION

Introduction

This cross-application hearing dealt with the Landlord's Application for Dispute Resolution and the Tenant's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act). The Landlord's claim is for:

- a Monetary Order for damage to the rental unit or common areas under sections 32 and 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
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

This Tenant's claim is for:

- recovery of the security deposit under section 38 and 67 of the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

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

The Landlord's agent (the Agent) testified that the Landlord's Proceeding Package and evidence were served on the Tenants via courier on October 6, 2025. Evidence of the courier mailing on October 6, 2025 was entered into evidence and states that the package was delivered on October 7, 2025. Tenant S.P.S. (the Tenant) confirmed receipt of the Landlord's Proceeding Package and evidence. I find that the Tenants were sufficiently served with the Proceeding Package and evidence for the purposes of this Act in accordance with section 71 of the Act as receipt was confirmed.

The Tenant testified that they served the Landlord with their Proceeding Package and evidence via posting on October 16, 2025. The Agent confirmed receipt of same. I find that the Landlord was sufficiently served with the Proceeding Package and evidence for the purposes of this Act in accordance with section 71 of the Act as receipt was confirmed.

Preliminary Matters

The Tenant wrote a shortened version of their legal name on their application for dispute resolution. In accordance with section 64 of the Act I amend the Tenant's application to state their full legal name. The Tenant confirmed the spelling of their legal name in the hearing. Neither party objected to this amendment.

The tenancy agreement states that the Landlord is Y.J.C. but the Tenant used a different name for the Landlord on their application for dispute resolution. In accordance with section 64 of the Act I amend the Tenant's application to state the name of the Landlord as stated on the tenancy agreement. Neither party objected to this amendment.

Issues to be Decided

- Is the Landlord entitled to a Monetary Order for damage to the rental unit or common areas?
- Is the Landlord entitled to retain all or a portion of the Tenant's security deposit in partial satisfaction of the monetary award requested?
- Is the Landlord entitled to recover the filing fee for this application from the Tenant?
- Is the Tenant entitled to recover the security deposit from the Landlord?
- Is the Tenant entitled to recover the filing fee from the Landlord?

Background and Evidence

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

Evidence was provided showing that this tenancy began on May 25, 2024, with a monthly rent of \$2,650.00, due on the first day of the month, with a security deposit in the amount of \$1,300.00. Both parties agree that the Tenant provided the security deposit to the Landlord on April 30, 2024. Both parties agree that the Tenant moved out on September 16, 2025.

Both parties agree that a move in and a move out condition inspection report were completed by the parties. The Tenant testified that after the move in condition inspection report was completed, they were provided with a copy of it. The Tenant testified that they were not provided with a copy of the move out condition inspection report after it was completed. The Agent testified that she thought her colleague sent a copy of the move out condition inspection report to the Tenant on September 17, 2025. No proof of service documents showing same were entered into evidence.

The Tenant testified that they provided their forwarding address to the Landlord by text message on September 17, 2025. The Landlord stated that only the unit number was

provided at first, and the full address was received by email on October 2, 2025. The September 17, 2025 text message exchange was entered into evidence and states:

- Agent:
 - And what is your new address for deposit return
- Tenant:
 - What you mean?
 - My new apartment do you mean?
- Agent:
 - Yes cuz office mail cheque to new address
 - And tenant is also required to provide forwarding address
- Tenant:
 - My new address is [4 digit number provided]

The October 2, 2025 email was entered into evidence and provides the Tenant's forwarding address which includes both the unit number and street address.

Both parties agree that in the Proceeding Package the Landlord included a cheque for \$753.75 for a partial return of the security deposit and a cheque for \$32.91 for the interest accrued on that deposit. The Tenant confirmed receipt of same.

Both parties agreed that the Tenant left a yellow stain in a kitchen cabinet in the rental property at the end of the tenancy. The Landlord stated that efforts were made to allow the Tenant to repair the damage after the Tenant moved out, but scheduling conflicts with the new tenant prevented access. The Landlord entered into evidence a quote for cabinet repair in the amount of \$446.25 and is seeking this amount from the Tenants. The Agent testified that the Landlord first tried to have the cabinet cleaned, but this did not work and that the stained areas must be refaced. The Agent called the cabinet repair person as a witness who testified to same. The Agent stated there was no intention to withhold the deposit and that communication was ongoing to resolve the issue.

The Tenant stated that they attempted to access the unit several times after the tenancy ended to complete the repair but were unable to do so. The Tenant stated that access was not provided by the new tenant and that coordination was attempted through the Landlord.

The Tenant testified that the forwarding address was provided in writing on September 17, 2025. The Tenant stated that no portion of the security deposit was returned within the required time frame and that a partial return was only offered after the Tenant indicated they would pursue dispute resolution. The Tenant testified that they did not agree in writing to any deduction from the deposit and requested the full return of the security deposit and the filing fee.

Analysis

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 damage to the rental unit or common areas?

Section 37(2)(a) of the *Act* states that when tenants vacate a rental unit, the tenants must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

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

Based on the testimony of both parties I find that at the end of the tenancy the Tenants left the rental unit with a yellow stain in a kitchen cabinet and that no such stain existed at the start of the tenancy. I find that in leaving the rental property with the stain, the Tenants breached section 37(2)(a) of the *Act*. The Landlord was under no obligation to provide the Tenants with additional time after the tenancy ended to repair the stained area, this should have been completed before the end of the tenancy.

I find that the Landlord has proved that they suffered a loss valued at \$446.25 as evidenced by the estimate for the cabinet repair entered into evidence. I find that the Landlord mitigated their damages by trying to have the cabinet cleaned before refacing it. Under section 67 of the *Act* I award the Landlord \$446.25 for the repair of the cabinet.

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

Is the Tenant entitled to recover the security deposit from the Landlord?

Section 36(2)(c) of the *Act* states that unless the tenant has abandoned the rental unit, the right of the landlord to claim against a security deposit for damage to residential property is extinguished if the landlord, having made an inspection with the tenant, does not complete the condition inspection report and give the tenant a copy of it in accordance with the regulations.

The obligation to complete the move out condition inspection report and provide a copy of it to the Tenant within 15 days after the later of its completion or the provision of the forwarding address, rests with the Landlord. The Agent testified that she believed her

colleague sent the Tenant a copy of the move out condition inspection report on September 17, 2025. I find that the Landlord has not proved on a balance of probabilities that the Tenant was provided with a copy of the move out condition inspection report on September 17, 2025 as no proof of service documents for same were entered into evidence and the Tenant testified that he was not served with a copy. I therefore find that the Landlord's right to claim against the security deposit is extinguished under section 36(2)(c) of the Act.

Residential Tenancy Policy Guideline #17 (PG #17) states that unless the tenants have specifically waived the doubling of the deposit, either on an application for the return of the deposit or at the hearing, the arbitrator will order the return of double the deposit if the landlord has claimed against the deposit for damage to the rental unit and the landlord's right to make such a claim has been extinguished under the Act.

In accordance with PG #17, I award the Landlord the return of double the security deposit in the amount of \$2,600.00 less the amount of the security deposit already returned (\$753.75), for a total award to the Tenant of \$1,846.25.

I find that the September 17, 2025 text message only provided four digits, which is not a complete forwarding address. I find that a complete forwarding address was provided to the Landlord on October 2, 2025 via email.

Section 72(2) of the Act states that if the director orders a party to a dispute resolution proceeding to pay any amount to the other, the amount may be deducted in the case of payment from a tenant to a landlord, from any security deposit or pet damage deposit due to the tenant. This provision applies even though the landlord's right to claim from the security deposit has been extinguished under section 36 of the Act. The award granted to the Landlord will be deducted from what is owed to the Tenant.

I find that \$19.24 in interest accrued on the portion of the security deposit returned to the Tenant on October 7, 2025 (\$753.75). Interest was calculated from April 30, 2024, the date the Landlord received the security deposit, to October 7, 2025, the date the \$753.75 was returned to the Tenant.

I find that \$15.18 in interest accrued on the portion of the security deposit withheld by the Landlord (\$546.25). Interest was calculated from April 30, 2024 to January 6, 2025, the date of this hearing. The total accrued interest amounts to \$34.42.

The Landlord provided the Tenant with interest totalling \$32.91 on or around October 7, 2025. I find that the Landlord owes the Tenant an additional \$1.51 in interest.

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

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

As the Landlord was successful in their application, I find that the Landlord is entitled to recover the \$100.00 filing fee paid for this application under section 72 of the Act.

As the Tenant was successful in their application, I find that the Tenant is entitled to recover the \$100.00 filing fee paid for this application under section 72 of the Act

Conclusion

I grant the Tenants a Monetary Order in the amount of **\$1,401.51** under the following terms:

Monetary Issue	Granted Amount
A Monetary Order for the return of the security deposit and outstanding accrued interest	\$1,847.76
authorization to recover the filing fee from the Landlord for the Tenant's application under section 72 of the Act	\$100.00
a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act	-\$446.25
authorization to recover the filing fee from the Tenant for the Landlord's application under section 72 of the Act	-\$100.00
Total Amount	\$1,401.51

The Tenant is provided with this Order in the above terms and the Landlord 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) 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 6, 2026

Residential Tenancy Branch