

DECISION

Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- a Monetary Order for the return of all or a portion of their security deposit and/or pet damage 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 Dispute Resolution under the Act for:

- a Monetary Order for cleaning 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
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

Service of Notice of Dispute Resolution Proceeding

I find the parties attended at the appointed time set for the hearing, and neither party disputed service of any documents from the other. Accordingly, I find each party duly served under the Act.

Issues to be Decided

Is the Landlord entitled to a monetary order for cleaning under section 67 of the Act?

Is the Landlord entitled to retain the security deposit under section 38 or section 72 of the Act in relation to their request for compensation?

Is the Tenant entitled to the return of their deposit under section 38 of the Act?

Is either party entitled to the filing fee under section 72 of the Act?

Facts and Analysis

Based on the evidence and submissions from both parties I find as follows.

The Tenancy began on August 1, 2024, with a monthly rent of \$1,850.00 due on the first day of each month. The Tenant provided a security deposit of \$925.00 and a pet deposit of \$925.00 on July 25, 2024.

The rental unit was constructed in the 1990's and is approximately 900 square feet, with one bedroom, one bathroom and a den.

The parties completed a move in inspection at the outset of the tenancy, and the Tenant agreed for the Landlord to complete the move out inspection without them due to scheduling conflicts.

The tenancy ended August 31, 2025, and the Tenant had provided their forwarding address to the Landlord on August 27, 2025.

The Landlord returned a portion of the Tenant's deposits on September 11, 2025, equal to \$1,568.14. I find this accounts for a full return of the pet deposit and any interest owing on both deposits to that date.

The Landlord retained \$315.00 from the security deposit for cleaning. The Tenant did not provide their written agreement for the Landlord to retain this amount.

The Tenant applied for the return of their deposit, seeking double the deposits, on October 26, 2025. The Landlord filed the cross-application, seeking to retain \$315.00 for cleaning on December 23, 2025.

The Landlord supplied photographs of the condition of the unit at the end of the tenancy, showing debris under the washer and dryer, pet hair inside the fireplace, unclean areas inside the fridge and stove and shower, a carpet stain, and scuffs on the walls.

Is the Landlord entitled to a monetary order for cleaning under section 67 of the Act?

Based on the evidence before me, and on a balance of probabilities, I find the rental unit was not reasonably clean as required under section 37 of the Act. I find the Tenant did not clean inside or under appliances as required in Policy Guideline 1. I find there were some scuff marks on the walls and incomplete cleaning in the shower.

I find the cost claimed by the Landlord, \$315.00, relates to a professional clean. The standard of cleaning required at the end of tenancy under section 37 is based on reasonableness. A professional level of cleaning is not required.

Based on the age of the unit constructed in the 1990's and the size of the unit around 900 square feet, I find it more appropriate to award \$150.00 towards cleaning to achieve a reasonable standard as required under section 37 of the Act. Accordingly, I find the Landlord is entitled to compensation of \$150.00 under section 67 of the Act.

Is the Landlord entitled to retain the security deposit under section 38 or section 72 of the Act in relation to their request for compensation?

Policy Guideline 17 says when the Landlord applies for a monetary order and it is heard together with the Tenant's request for the return of the deposit; the arbitrator must set off the awards and make a single order for the balance owing to one of the parties.

Under section 72 of the Act, and Policy Guideline 17, I find the Landlord may retain **\$150.00** from the deposit. The set off will be determined in the following section.

Is the Tenant entitled to the return of their deposit under section 38 of the Act?

Section 38(4) allows a landlord to retain from a security and/or pet damage deposit if, at the end of the tenancy, the tenant agrees in writing that the landlord may retain an amount to pay a liability or obligation of the tenant.

If the landlord does not have the tenant's agreement in writing to retain all or a portion of the security and/or pet damage deposit, section 38(1) 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, the landlord must either repay any security or pet damage deposit or make an application for dispute resolution claiming against the security deposit or the pet damage deposit.

Section 38(6) of the Act states that if the landlord does not return the deposit or file a claim against the tenant within fifteen days, the landlord must pay the tenant double the amount of the deposit.

Policy Guideline 17 says the deposit amount is often significant for tenants who, if moving into a new rental unit, must pay deposits to a new landlord. Under the Act, the consequences for landlords if they retain the deposit without following proper procedure are meant to deter landlords from unjustifiably not returning a deposit.

Based on the evidence before me, I find the Tenant paid a security deposit of \$925.00. I find the Landlord held back \$315.00 from the deposit without the Tenant's consent or an order from the Tenancy Branch. I find \$610.00 was returned.

Therefore, in accordance with Policy Guideline 17, I must double the amount paid as the security deposit, ($\$925.00 \times 2 = \$1,850.00$), then deduct the amount returned to the Tenant ($\$610.00$). Accordingly, the amount owed to the Tenant for the return of double the deposit minus the amount previously returned is **\$1,240.00**, ($\$1,850.00 - \$610.00 = \$1,240$).

Set off

I find the Tenant is entitled to an order for the return of their deposit as follows. The compensation awarded to the Landlord for cleaning, \$150.00, is set off against the compensation for the return of double the deposit to the Tenant. Therefore, the Tenant is entitled to a monetary order for \$1,090.00, ($\$1,240.00 - \$150.00 = \$1,090.00$).

The Tenant is also entitled to interest on the \$315.00 portion of the deposit retained by the Landlord. I find interest of **\$0.92** accrued on that portion of the deposit from September 11, 2025, to the date of the hearing.

Under sections 38 and 72 of the Act, I grant the Tenant compensation for the return of double the deposit plus interest in the amount of **\$1,090.92**.

Is either party entitled to the filing fee under section 72 of the Act?

As both parties were partially successful with their applications, they are each entitled to recover the fee from the other. Offsetting these awards results in a net amount of zero. In practice, this means each party will bear the cost of their own filing fee.

Under section 72 of the Act, I order each party bears the cost of their own filing fee.

Conclusion

Under sections 38 and 72 of the Act, I grant the Tenant a Monetary Order in the amount of **\$1,090.92** under the following terms:

Monetary Issue	Granted Amount
Value of deposit held in trust (\$925.00 x 2 - \$610.00)	\$1,240.00
Interest on \$315.00 deposit portion held from September 11, 2025 to January 15, 2026	\$0.92
authorization for the Landlord to retain a portion of the Tenant's security deposit in satisfaction of the Monetary Order requested for cleaning under section 67 of the Act	-\$150.00
Total Amount	\$1,090.92

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).

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 15, 2026

Residential Tenancy Branch