



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing and Municipal Affairs

## DECISION

Dispute Codes (L) MNDCL, LRSD, FFL  
(T) MNSDS, FFT

### Introduction

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

and, the Tenants' application under the Act for return of their security deposit under section 38 and authorization to recover the filing fee for their application under section 72.

The Landlord was represented by its agent I.S. at the hearing.

Tenant T.I. attended the hearing for the Tenants.

### **Service of Notice of Dispute Resolution Proceeding (Proceeding Package)**

I find Tenant T.I. was served with the proceeding package by email on November 17, 2025. The Tenant stated he had no objection to this method of service. Form RTB-51 submitted by the Landlord was only signed by the Landlord's agent.

I further find the Landlord was served on December 17, 2025, by email in accordance with authorization provided by the Landlord. The agent acknowledged receipt of the Tenant's proceeding package.

## **Service of Evidence**

The parties each acknowledged receipt by email of the other party's evidence in this matter.

## **Issues for Decision**

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 Tenants' security deposit in satisfaction of the monetary award requested?

Is the Landlord entitled to recover the filing fee for this application from the Tenants; and, are the Tenants entitled to recover their filing fee from the Landlord?

## **Background and Evidence**

I have reviewed the evidence and I have considered the testimony of the parties in reaching my determination.

The evidence establishes this tenancy began on December 1, 2023, and ended on November 1, 2025. The Tenants' monthly rent was \$2,900.00. The Tenants provided the Landlord with a security deposit in the amount of \$1,500.00 on October 30, 2023, which the Landlord's agent confirmed the Landlord continues to hold in trust. A copy of the tenancy agreement was provided in evidence.

A move-in and move-out inspection report was submitted in evidence. The parties agreed the Tenants did not sign the move-out inspection as they contested the Landlord's representation of the unit at the end of the tenancy as set forth in the report. The agent stated the Tenants provided their forwarding address on October 2, 2025.

The Landlord's application requests reimbursement for damages totaling \$1,501.96 as follows:

- cleaning - \$490.00
- painting of the unit - \$950.00
- replacement of window bling - \$120.00
- pest control - \$1,500.00

The Landlord submitted an internal document it prepared for these charges, but did not submit individual invoices in support of the respective costs. The Landlord submitted photographs of the alleged damage in the unit. With respect to the cleaning charges, the agent stated the Landlord used its in-house maintenance team, and they required

17.5 hours at \$28.00 per hour to clean the kitchen appliances and the kitchen. The photographs submitted depict a stove top and refrigerator freezer section that required cleaning as well as a portion of a wall by a cupboard that had staining. The agent further stated the unit had been painted prior to the start of the tenancy as it was the Landlord's practice to re-paint prior to renting a unit. Thus, in this case, the unit was painted at the start of this tenancy. The agent acknowledged no invoice had been provided for this work as it was done by its in-house team and was the "standard flat rate for a one-bedroom" unit.

The photograph of the damaged blind depicts one horizontal slat that was damaged. The agent stated the blind was very dirty and thus the Landlord opted to purchase a new blind at a cost of \$120.00. Again, no invoice was provided for this blind. Finally, the Landlord seeks reimbursement in the amount of \$1,500.00 for pest control. The agent stated a professional pest control service was used, but no invoice was submitted. The agent testified the treatment was for cockroaches and the Landlord attributed the infiltration to the Tenants on the basis that no other tenant had advised of the presence of cockroaches before the Tenants' notification and further, the pest control problem had spread to the neighboring units.

Tenant T.I. submitted email correspondence with the Landlord stating the Tenants had agreed additional cleaning was necessary but contesting the \$490.00 charge as "excessive." Upon inquiry, the Tenant testified he considered \$200.00 to be reasonable as they had done some cleaning prior to moving out. The Tenant objected to the pest control cost as he stated he spoke with the pest control representative who informed him the building was old and cockroaches could enter at any unit. Additionally, the Tenant stated the broken horizontal slat of the window blind was normal wear and tear and did not require replacement. Finally, as to the painting of the unit, the Tenant testified the walls were not damaged and it was clean.

## **Analysis**

### **Is the Landlord 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 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

I find the Landlord provided sufficient evidence of damage to the unit for which the Tenants are responsible under the Act, regulations or tenancy agreement.

Tenant T.I. admitted the unit required additional cleaning when they moved out but stated \$200.00 was reasonable. The Landlord provided photographs depicting the need for cleaning the kitchen appliances as well as the wall by the kitchen cupboard. I find a reasonable amount for cleaning charges to be \$375.00.

Furthermore, I find the Landlord is entitled to reimbursement for the damage to the window blind. I decline to accept the Tenant's position that a broken slat on a window blind is normal wear and tear. However, the Landlord did not provide an invoice for the replacement nor do I find there was sufficient evidence requiring a replacement as the cleaning cost the Landlord incurred would have included the window blind. Therefore, I find it appropriate and reasonable to award \$50.00 to the Landlord for damage to the window blind.

I find the Landlord has not provided sufficient evidence to establish the cost for the painting of the unit, the necessity for the painting, nor the cost of the professional pest control. An invoice from the pest control company may have provided evidence that the source of the cockroach problem was from the Tenants' unit. However, absent that evidence, I decline to award the Landlord reimbursement for either of these items of alleged damage.

For the above reasons, the Landlord's application for a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act is granted in the amount of \$425.00.

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

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. I find the Landlord timely applied for dispute resolution on November 10, 2025, as the tenancy ended on November 1, 2025.

As I have determined the Landlord is entitled to reimbursement for damage to the unit in the amount of \$425.00, the Landlord's application for authorization to retain all or a portion of the Tenant's security deposit in satisfaction of the Monetary Order requested under section 38 of the Act is granted.

### Are the parties entitled to recover the filing fee for their respective applications?

As both parties were partially successful in their respective applications, and as the authorization for recovery of the application fee is discretionary under section 72 of the Act, I decline to award reimbursement of the filing fee to either party. Each party's application for authorization for reimbursement of the filing fee is dismissed without leave to reapply.

### Conclusion

The Landlord's application is granted.

I grant the Tenant a Monetary Order in the amount of **\$1,135.38** under the following terms:

Monetary Issue	Granted Amount
A Monetary award to the Landlord under sections 32 and 67 of the Act	(\$425.00)
a Monetary Order for return of the Tenants' security deposit under section 38 with interest	\$1,560.38
<b>Total Amount</b>	<b>\$1,135.38</b>

The Tenant is provided with this Order consistent with these 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 in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

This decision is issued on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: February 5, 2026

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Residential Tenancy Branch