

## **DECISION**

### **Introduction**

This hearing dealt with cross applications for Dispute Resolution under the *Residential Tenancy Act* (“Act”) by the Parties.

The Landlord applied for:

- a Monetary Order for damage to the rental unit under sections 37 and 67 of the Act
- authorization to retain a portion of the Tenants’ 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 Tenants under section 72 of the Act

The Tenants applied for:

- a Monetary Order for the return of all or a portion 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

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

Both parties acknowledged receipt of the Proceeding Packages and raised no concerns regarding service. I therefore found the Proceeding Packages duly served in accordance with the Act, and the hearing proceeded as scheduled.

### **Service of Evidence**

Both parties acknowledged receipt of the documentary evidence and agreed to its inclusion.

Due to this agreement, I find the parties’ evidence properly served using my authority under section 71(2) of the Act and accepted it for consideration.

### **Issues to be Decided**

Is the Landlord entitled to a Monetary Order for damage to the rental unit?

Is the Landlord entitled to retain a portion of the Tenants' security deposit in partial satisfaction of the monetary award requested?

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

Are the Tenants entitled to a Monetary Order for the return of all or a portion of their security deposit under the Act?

Are the Tenants entitled to recover the filing fee for this application from the Landlord?

## **Background and Evidence**

I have reviewed all 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 August 1, 2022, with a monthly rent of \$2,246.00, due on the first day of the month, with a security deposit in the amount of \$1,125.00.

Both parties also agreed that the tenancy ended on September 30, 2025 and the Tenants provided their forwarding address to the Landlord on October 21, 2025.

The Landlord submitted their application to retain the Tenants' security deposit on November 3, 2025 and the Tenants submitted their application for the return of their deposit on November 17, 2025.

Both parties attended the move-in inspection, signed the move-in condition inspection report, and a copy of it was given to the Tenants.

W.S.W. stated that Tenant G.C. did not attend the move-out inspection as she was out of town, but Tenant G.C.'s mother did. However, Tenant G.C.'s mother did not sign the move-out condition inspection report as she did not understand the contents of it. W.S.W. confirmed the Tenants' receipt of the move-out condition inspection report.

A copy of the move-out inspection report was provided by the parties indicating the following:

- Damage carpet in living room and small bedroom.
- All kitchen + bathroom cabinets need cleaning.
- Top of fridge, stove glass top, baseboards, full cleaning throughout required.
- Patio exterior requires cleaning / moss build up.

The Landlord is claiming \$300.00 as cleaning fee, \$627.37 for kitchen sink replacement, and \$1,173.90 for carpet replacement,

W.S.W. stated that the kitchen sink was due to normal wear and tear and not caused by the Tenants' deliberate or neglected acts. They said that the Tenants acknowledge carpet damage inside the bedroom but not the living room. They also said that the Tenants had hired professional cleaners to have the carpet cleaned and that the Tenants had cleaned the rental unit themselves when they vacated.

The Landlord's documentary evidence contains quotes for the replacement of the carpet and kitchen sink, a cleaning invoice, and photographs showing the damage of the carpet and kitchen sink.

## **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.

Rule 6.6 of the Rules of Procedure states that the standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed.

### **Is the Landlord entitled to a Monetary Order for damage to the rental unit?**

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

### **All four conditions of the abovementioned test must be satisfied to be awarded compensation.**

Section 37(2)(a) of the Act requires a tenant to leave the unit reasonably clean and undamaged, except for reasonable wear and tear when they vacate.

Policy Guideline 1 states that a tenant is generally required to pay for repairs where damages are caused, either deliberately or as a result of neglect, by the tenant or his or her guest, but that a tenant is not responsible for reasonable wear and tear to the rental unit.

## **Cleaning**

Based on the evidence before me, the testimony of the parties and on a balance of probability, I find the Landlord has established that the Tenants were in breach of section 37(2)(a) of the Act for failing to leave the rental unit reasonably clean as required and that the Landlord suffered a direct loss due to the breach..

Section 67 of the Act states that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party.

Therefore, I grant the Landlord's request to recover the cleaning fee of \$300.00 from the Tenants.

### **Carpet**

Based on the evidence before me, the testimony provided by the parties and on a balance of probabilities, I find that the Tenants damaged the carpet in the bedroom and the living room. I accept V.S.'s testimony that the Landlord has to replace the carpet in the bedroom and the living room. I also accept the quote for the replacement of the carpet as the Landlord's evidence that they will be required to spend \$2,347.80 to replace the damaged carpet.

Policy Guideline 40 states that repair or replacement of a damaged item or asset, may improve the value or condition of the claimant's property, putting the claimant in a better position than they were in before the damage occurred. This is a concept known as betterment. Compensation may be adjusted to account for betterment by considering the remaining useful life of the damaged property at the time the damage occurred. For example, if a person replaces a damaged ten-year old fridge with a new fridge, awarding compensation for the full cost of replacement may put the claimant in a better position than before the damage occurred. Therefore, the director may consider the remaining useful life of the damaged fridge and adjust the amount of compensation to reflect its value at the time the damage occurred.

V.S. testified that the carpet was about 10 years old at the end of the tenancy.

Policy Guideline 40 states that carpet has an expected useful life of 12 years.

Therefore, I find the Landlord's carpet has about 16.7% of its useful life left at the end of this tenancy. I find the Landlord is entitled to 16.7% of their cost of carpet replacement which accounts for the betterment of the Landlord.

For the above reasons, I find the Landlord is entitled to \$392.08 as compensation for the carpet damage. ( $\$2,347.80 \times 0.167 = \$392.08$ )

### **Kitchen sink**

Based on the evidence before me, the testimony provided by the parties, and on a balance of probabilities, I find the damage of the kitchen sink is not due to normal wear and tear but a result of the Tenants' deliberate damage or neglected acts. As such, I find that the Landlord has established a claim for compensation for damage to the sink under section 37 of the Act.

The Landlord provided a quote of \$1,254.75 for the replacement of sink. They are claiming \$627.37, representing 50% of the full cost of replacement. I note that the work has not been undertaken as of the date of the hearing. I also note that the useful life of an enamel sink is 30 years.

Considering the above, I find the amount claimed by the Landlord is reasonable.

Therefore, I grant the Landlord a Monetary Order of \$627.37 as compensation for the kitchen sink damage.

**Is the Landlord entitled to retain a portion of the Tenants' security deposit in partial 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.

As the Landlord received the Tenants' forwarding address on October 21, 2025 and applied to claim against the security deposit on November 3, 2025, I find the Landlord has applied to retain the security deposit within the period permitted by the Act.

The Landlord continues to hold the Tenants' security deposit of \$1,125.00 in trust. The interest on the security deposit as of date of the hearing is \$64.22. In accordance with the off-setting provisions of section 72 of the Act, I order the Landlord to retain the Tenants' security deposit and its accrued interest in partial satisfaction of the monetary order.

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

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.

**Are the Tenants entitled to a Monetary Order for the return of all or a portion of their security deposit under the Act?**

As I have ordered the Landlord to retain the Tenants' security deposit and its accrued interest in partial satisfaction of the Monetary Order, I find the Tenants are not entitled to a Monetary Order for the return of the security deposit under the Act.

The Tenants' application for a Monetary Order for the return of their security deposit under the Act is dismissed, without leave to reapply.

**Are the Tenants entitled to recover the filing fee for this application from the Landlord?**

As the Tenants were not successful in this application, the Tenants' application for authorization to recover the filing fee for this application from the Landlord under section 72 of the Act is dismissed, without leave to reapply.

**Conclusion**

I grant the Landlord a Monetary Order in the amount of **\$230.23** under the following terms:

<b>Monetary Issue</b>	<b>Granted Amount</b>
a Monetary Order for damage to the rental unit under sections 37 and 67 of the Act	\$1,319.45
authorization to recover the filing fee for this application from the Tenants under section 72 of the Act	\$100.00
<i>Tenants' security deposit plus interest</i>	-\$1,189.22
<b>Total Amount</b>	<b>\$230.23</b>

The Landlord is provided with this Order in the above terms and the Tenants must be served with **this Order** as soon as possible. Should the Tenants 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: February 4, 2026

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Residential Tenancy Branch