

DECISION

Introduction

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

- a Monetary Order for unpaid rent under section 67 of the Act
- a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act
- a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement 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

This hearing also dealt with the Tenant's Application for Dispute Resolution under the Act 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 Package) and Evidence

Landlord's Application

The Tenant stated that she received the Proceeding Package and evidence from the Landlord via email, adding that email is an approved form of service. While the Tenant could not confirm the exact date she received these materials, she stated that she had reviewed everything and was prepared to proceed with the hearing.

I find that the Tenant was served with the Proceeding Package in accordance with section 89 of the Act and with the evidence in accordance with section 88 of the Act.

The Landlord's agent, MC, and the Tenant agreed that no response evidence was sent to the Landlord by the Tenant.

Tenant's Application

MC stated that the Landlord received the Proceeding Package from the Tenant via email but did not receive her evidence. However, MC allowed the Tenant to email her evidence during the hearing so that he can review it and it can be accepted into the record. MC also confirmed that email is an approved form of service.

I find that the Landlord was served with the Proceeding Package in accordance with section 89 of the Act and was sufficiently served with the Tenant's evidence in accordance with section 71 of the Act.

MC and the Tenant agreed that no response evidence was submitted by the Landlord.

Issues to be Decided

Is the Landlord entitled to a Monetary Order for unpaid rent?

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

Is the Landlord entitled to a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement?

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 a Monetary Order for the return of all or a portion of their security deposit?

Is the Landlord or the Tenant entitled to recover the filing fee for their application?

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.

The parties agreed that this tenancy began on July 1, 2023 and ended on September 17, 2025. They further agreed that the tenancy had a most recent monthly rent of \$1,966.50, due on the first day of the month, with a security deposit in the amount of \$950.00, which has not yet been returned to the Tenant.

With regards to the Landlord's claim for unpaid rent, MC stated that the Landlord already has a monetary order for \$2,066.50 from a previous hearing for the rent amount that is outstanding. He provided the file number for this hearing, which is noted on the cover page of this decision. He added, however, that despite having sent a demand letter to the Tenant, she has not paid this amount. He also stated that the Landlord has

not yet enforced the monetary order in court as they are waiting for the outcome of this decision.

The Tenant acknowledged that she has failed to pay the amount awarded to the Landlord in the monetary order, adding that this is because the Landlord served her with a notice to end tenancy and also started breaking the law, including not paying back her deposit despite her offering that he could keep half of it for any damage. She stated that she too is waiting for the outcome of this decision before she pays the outstanding rent.

With regards to outstanding utilities, MC and the Tenant agreed that the Tenant owes the Landlord \$54.20 for electricity usage.

MC further stated that there was also damage to the unit that the Landlord is seeking compensation for.

MC stated that the carpet was not vacuumed or cleaned by the Tenant at the end of the tenancy and provided a picture in support, which he stated was taken on September 17, 2025. The picture showed that the carpet was dirty and had some stains but also showed streaks such that it looked like the carpet had been recently vacuumed. MC also submitted a quotation from Kamrich Construction Ltd, dated September 29, 2025 in support, which quoted \$200.00 for carpet cleaning. However, MC added that the carpet was never cleaned as the Landlord decided to have it replaced with laminate flooring instead. He added that this was done because the condition of the carpet was so bad that cleaning would not have resolved the issue.

MC also stated that although the move in condition report notes dark edges and burn marks on the carpet, it did not mention the stains that existed at the end of the tenancy. MC was unable to confirm when this carpet was first installed in the unit.

The Tenant stated that when the tenancy started, the carpet was already really old, with a lot of wear and tear as well as stains. She stated that she even asked the agent at the time if the Landlord could change the carpet but was told that the unit would be renovated soon, which she added did not end up happening during her tenancy. She also stated that she vacuumed the carpet and even tried to clean it with soap, adding that the carpet is so old that this did not help much. She further stated that the stains were not mentioned on the move in condition report as this was her first time renting and she did not realize she needed to pay attention to details like that. She added that she should not be responsible for contributing towards any renovations that the Landlord decided to make to the unit, such as changing the carpet to laminate flooring.

In response, MC stated that there was never any mention of renovations, adding that if there was, the previous agent or the Tenant would have brought this to his attention. However, he confirmed that some renovations were done after the tenancy ended, such as replacing the carpet, replacing cabinets and fixing some lighting that the Tenant damaged. He added that the Landlord is not looking for the entire amount spent on

renovations but is only looking to be compensated for the damage caused by the Tenant.

MC stated that ceiling and wall patching had to be undertaken in the unit, as there was strip lighting on the ceiling in the dining room area that was removed by the Tenant and then not attached back when the tenancy ended. MC added that the Tenant also left exposed wiring. MC submitted pictures in support which he stated were also taken on September 17, 2025, which demonstrated that some sort of fixture had been removed from the ceiling. MC also submitted a picture of the Landlord's original light fixture sitting on the balcony, also taken on September 17, 2025.

In addition, MC stated that that the Tenant installed a bidet and a shelf in the bathroom that she removed when the tenancy ended, leaving behind holes that had to be patched up. He added that the Tenant also removed the middle of the towel rack, which also had to be repaired. MC submitted pictures in support of this claim as well, including a picture taken during an inspection on November 19, 2024, which showed the installed shelf and bidet, and then a picture from September 17, 2025, which showed that the shelf had been removed such that holes had been left behind.

The Tenant stated that she had asked the agent if she can install her own light fixture in the dining room area, as the pre-existing fixture was having issues. She added that the agent told her this was fine as long as she attaches the Landlord's fixture back at the end of the tenancy. The Tenant claimed that she put the Landlord's fixture back on the ceiling at the end of the tenancy, adding that she probably left her own fixture on the balcony. When I asked her about the picture in the Landlord's evidence, she confirmed that it is the Landlord's fixture that is on the balcony. The Tenant seemed unsure of whether she had re-installed the Landlord's fixture back onto the ceiling.

The Tenant also stated that she did not install or remove a shelf from the bathroom, although she acknowledged installing and removing the bidet. She stated that the bidet did leave behind a small hole in the wall but added that this was normal wear and tear only. She further stated that she did not remove the middle of the towel rack. She added that the Landlord probably removed this and other items to renovate the unit. The Tenant concluded by stating that she is "pretty sure" she did not add anything other than the bidet. When I questioned her asking what she meant by "pretty sure," she stated that she was absolutely sure.

In response, MC referred to the picture of the shelf and bidet from November 19, 2024. He noted that the shelf had a holder for the bidet, therefore suggesting that they may have come and been installed together as a set by the Tenant.

MC stated that the Landlord is also seeking costs associated with replacing and installing the light fixture in the dining room area as well as the labour costs for fixing the towel rack. MC stated that the Landlord had to buy a new light fixture as the old one was damaged such that the light heads were not working, which could not be fixed. He referred to the quotation from Kamrich Construction Ltd again in support, which quoted

\$200.00 for ceiling light installation. MC stated that this \$200.00 amount included parts and labour for the light fixture and also included the installation of the towel rack.

The Tenant stated that the Landlord's light fixture was already damaged, which is why she asked to replace it with her own. She also stated that she offered to leave her own fixture attached and informed the agent of issues with the Landlord's fixture, but MC stated that this never happened. MC also stated that the Landlord could not have accepted the Tenant's fixture anyway due to the issue of the exposed wiring.

MC stated that the Landlord also wants to claim costs related to cleaning of the smoke odour in the unit. He stated that there was a very strong smoke odour in the unit at the end of the tenancy despite this being a non-smoking unit as per the tenancy agreement, as there had been smoking inside the unit. In support, MC provided a picture of a cigarette pack on the kitchen island in the unit from the November 19, 2024 inspection. MC also submitted an email from April 22, 2025 to the Tenant, which noted that there was smoke odour in the unit during the inspections on November 19, 2024 and April 12, 2025. MC also submitted a further email from August 10, 2025, where he noted that the altered light fixture and bidet plumbing were an issue, as was the smoke odour that he noted was still prevalent during the August 7, 2025 inspection.

MC acknowledged that the move out condition report does not mention anything about the smoke odour, adding that this omission happened by mistake. He referred to the quotation from Kamrich Construction Ltd in support, which quoted \$300.00 for smoke odour removal and disinfection.

The Tenant stated that her brother was her guest in the unit for a couple of days and is a smoker. She added, however, that he only smoked on the balcony as she has asthma. She also stated that he sometimes visited to do this laundry at the unit. She stated that the unit did not have a strong smoke smell, adding however that her brother's clothes would smell of smoke. She stated that after he left in 2024, she opened all the windows and aired out the unit and all the smell was gone. She added that he did not stay overnight in the unit after 2024. She also emphasized that MC did not mention this issue during the move out inspection and it is not documented on the move out condition report.

MC confirmed that the Landlord is not looking for GST on the amounts claimed per the quotation from Kamrich Construction Ltd. He also stated that all the work referred to on the quotation was completed around October 27, 2025, other than the carpet cleaning which did not take place.

MC stated that the Landlord is also seeking to be compensated for the \$200.00 strata bylaw infraction fine. MC submitted a letter from Korecki Real Estate Services Inc dated August 20, 2025 in support, which noted that the Landlord was being issued a \$200.00 fine due to improperly stored items in the parking stall. MC stated that this fine had to be paid by the Landlord and submitted the statement of account from September 17, 2025

in support, which showed that a charge of \$200.00 for improper parking/storage fine was added to the Landlord's account on September 12, 2025.

The Tenant acknowledged that her brother had improperly stored items in the parking stall, adding that she removed them once she was asked to do so. She added that she never received any fines but did not take issue with compensating the Landlord if there was evidence that they had been fined with this \$200.00 amount.

The parties agreed that the move in inspection took place on June 28, 2023, and that the move in condition report was completed, with a copy being provided to the Tenant. The parties also agreed that the move out inspection took place on September 17, 2025, and that the move out condition report was completed, with a copy of this also being provided to the Tenant. The parties further agreed that the Tenant provided her forwarding address to the Landlord on September 17, 2025, in the move out condition report.

Analysis

Is the Landlord entitled to a Monetary Order for unpaid rent?

Section 26 of the Act states that a tenant must pay rent to the landlord, regardless of whether the landlord complies with the Act, regulations or tenancy agreement, unless the tenant has a right to deduct all or a portion of rent under the Act.

Based on the evidence before me, I find that the Landlord has established a claim for unpaid rent.

MC acknowledged that the Landlord has already received a monetary order for the outstanding rent claimed, as part of a previous proceeding at the Residential Tenancy Branch (RTB). Since this matter has already been adjudicated, it cannot be re-adjudicated by me. If the Landlord has questions about how to enforce the monetary order, I would encourage them to contact the RTB information line:

<https://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies/contact-the-residential-tenancy-branch>

Section 1 of the Act defines rent as money paid or agreed to be paid, or value or a right given or agreed to be given, by or on behalf of a tenant to a landlord in return for the right to possess a rental unit, for the use of common areas and for services or facilities. Based on this definition, I find that utilities owing for electricity constitute rent.

As the parties agreed that \$54.20 in utilities for electricity is currently outstanding, I find that the Landlord is entitled to this amount.

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 find the Landlord is entitled to a monetary award for unpaid rent under section 67 of the Act, in the amount of \$54.20.

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.

Section 37(2) of the Act states that when a tenant vacates a rental unit, the tenant 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 evidence before me, the testimony of the parties, and on a balance of probabilities, I find that the Landlord has established a claim for damage to the rental unit or common areas.

In relation to the carpet, given the vacuuming streaks visible in the picture submitted by MC, I accept the Tenant's testimony to find that she made efforts to clean it. Moreover, given the mention of the dark edges and burn marks in the move in condition report, I also accept the Tenant's testimony to find that the carpet was quite old, with a lot of wear and tear, at the beginning of the tenancy. Considering this evidence, I am unable to find that the Tenant has failed to comply with the Act, regulation or tenancy agreement such that the Landlord should be entitled to compensation. Moreover, given that MC could not confirm the age of the carpet and the Landlord chose to have the carpet replaced with laminate flooring, I find that the Tenant should not have to pay for cleaning services that never actually took place.

With regards to the light fixture, bathroom shelf and towel rack, I did not find the Tenant's testimony on these matters convincing, given that she seemed unsure of what had been installed or done in the unit by her. I also do not agree with the Tenant's assertion that holes left behind by the bidet are only normal wear and tear. I prefer MC's testimony on these matters, especially considering the pictures and the August 10, 2025 email submitted in support. I therefore find that the Tenant removed the light fixture,

bidet, shelf and towel rack, leaving behind damage that had to be repaired by the Landlord. I find that in doing so, the Tenant failed to comply with section 32(3) of the Act. I further find that loss resulted to the Landlord, as supported by the quotation submitted, in the amount of \$300.00 for patching all the holes and in the amount of \$200.00 for parts and installation/labour. I also find that the Landlord acted reasonably to minimize their loss. As such, I find that the Landlord is entitled to compensation for this damage, in the amount of \$500.00.

With regards to the smoke odour issue, I accept MC's testimony and the evidence submitted to find that there had been smoke odour related issues during the tenancy. However, given that this issue was not documented on the move out condition report, I find that the Landlord has not provided sufficient evidence to support a finding that the smoke odour was still an issue at the end of the tenancy. For this reason, I cannot find that the Tenant failed to comply with the Act, regulation or tenancy agreement and cannot compensate the Landlord for this issue.

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 find the Landlord is entitled to a monetary award for damage to the rental unit or common areas under sections 32 and 67 of the Act, in the amount of \$500.00.

Is the Landlord entitled to a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement?

The Tenant acknowledged that her guest was responsible for improperly storing items in the parking stall. She also agreed to compensate the Landlord for the associated \$200.00 strata bylaw infraction fine if there was evidence to demonstrate that the Landlord was required to pay this fine.

In support of this claim, the Landlord submitted the August 20, 2025 letter from Korecki Real Estate Services Inc as well as a statement of account from September 17, 2025, both of which reflected the \$200.00 fine.

In light of the Landlord's evidence regarding this matter and the Tenant's agreement to pay this fine, I find that the Landlord is entitled to compensation in the amount of \$200.00 for the strata bylaw infraction fine.

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 find the Landlord is entitled to a monetary award for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act, in the amount of \$200.00.

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 a Monetary Order for the return of all or a portion of their security deposit?

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 Tenant provided her forwarding address on September 17, 2025 and the Landlord made their application on October 1, 2025, I find that the Landlord made their application within 15 days of the forwarding address being provided.

Section 36 (2) of the Act states that, unless the tenant has abandoned the rental unit, the right of a landlord to claim against a security deposit for damage to the rental unit is extinguished if, 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 parties agreed that a move out inspection was completed on September 17, 2025 and a copy of the completed move out condition report was provided to the Tenant.

Based on the above, the Tenant is not entitled to a return of double her security deposit.

The Landlord is currently holding a security deposit of \$950.00 plus \$44.61 interest in trust for the Tenant. Under section 72 of the Act, I allow the Landlord to retain \$700.00 (\$500.00 + \$200.00) from the Tenant's security deposit, in full satisfaction of the monetary awards above. The Tenant is therefore entitled to the partial return of her security deposit, in the amount of \$294.61.

Is the Landlord or the Tenant entitled to recover the filing fee for their application?

As both parties were partially successful in their applications, I find that neither is entitled to recover the \$100.00 filing fee paid for their applications under section 72 of the Act.

Conclusion

I grant the Tenant a Monetary Order in the amount of **\$294.61** under the following terms:

Monetary Issue	Granted Amount
a monetary award for the Landlord for damage to the rental unit or common areas under sections 32 and 67 of the Act	-\$500.00

a monetary award for the Landlord for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act	-\$200.00
a monetary order for the Tenant for the return of all or a portion of her security deposit under sections 38 and 67 of the Act	\$994.61
Total Amount	\$294.61

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: February 25, 2026

Residential Tenancy Branch