

DECISION

Introduction

The Tenants seek the following relief under the *Residential Tenancy Act* (the “Act”):

- a monetary order pursuant to s. 67 for compensation or other money owed; and
- return of the filing fee pursuant to s. 72.

The Landlord, in her own application, seeks the following relief under the *Act*:

- a monetary order pursuant to s. 67 for compensation for damage to the rental unit caused by the tenant, their pets, or guests; and
- return of the filing fee pursuant to s. 72.

This matter was heard during hearings held on January 13, 2026 and February 13, 2026.

At both hearings, A.S. and K.K. attended as the Tenants. N.S. attended as the Landlord.

The parties affirmed to tell the truth during the hearing. I reminded the parties of Rule 6.11 of the Rules of Procedure, which prohibits them from recording the hearing themselves, and noted that the hearing was automatically recorded by the Residential Tenancy Branch.

Service of the Application and Evidence

The parties advise that they served one another with their respective application materials. Both sides acknowledge receipt of the other sides materials without issue. Accepting this, I find under s. 71(2) of the *Act* that both sides application materials were sufficiently served on each other.

Preliminary Issue – Tenants’ Claims

The Tenants, in their application, seek \$17,970.00 in compensation, describing their claim as follows:

1. Pressured to sign landlord’s contract (2023 housing crisis; no school catchment).
2. \$298 over-collected → \$298 refund.
3. We planned a \$400

dishwasher; landlord made us buy her model and kept it → \$668 refund. 4.No help during 20-day repair → \$2,700 refund. 5.Utilities \$3,504 w/o bills → \$3,504 refund. 6.Home life disrupted: critical msgs, monitoring child/guests, limits on normal use, noise/odor → \$10,800 refund.

In written submission, the Tenants seek \$20,656.84 in compensation. Included in the claims set out above, the Tenants in their written submissions claim compensation for the return of the security deposit with interest, the overpayment of rent based on a purported illegal rent increase, and for moving costs. The parties advise that the security deposit was dealt with in a separate application filed by the Tenants.

Rule 2.2 of the Rules of Procedure limits a claim to what is stated in the application. This rule is intended to protect a respondent's right to have clear notice of the claims made against them.

An application may be amended in accordance with Rule 4 of the Rules of Procedure. This requires an applicant to file the form amending their application and serving the form on each named respondent. An amendment is filed by use of form RTB-42. That was not done by the Tenants.

I highlight this because I ultimately find that the Tenants are expanding the scope of their compensation claim beyond the confines of what they are specifically claiming in their application. I emphasize that written submissions provided by the Tenant, no matter how clearly written, cannot amend an application since that is contrary to Rule 4.1 of the Rules of Procedure.

I hold the Tenants to the claims they are advancing in their application. The other issues raised in their written submissions are not, strictly speaking, before me. I make no comment or finding on those issues and the Tenants are at liberty to seek compensation for those issues, though must do so by putting the Landlord under clear notice upon filing an application that specifies that relief.

Issues to be Decided

- 1) Are the Tenants entitled to a monetary order compensating them for damage or loss caused by the Landlord's breach of the *Act*, Regulations, or tenancy agreement?
- 2) Is the Landlord entitled to a monetary order compensating her for damage to the rental unit caused by the Tenants or their guests?
- 3) Are the Tenants or the Landlord entitled to their respective filing fee

Evidence and Analysis

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

General Background

The parties confirm the following details with respect to the tenancy:

- The Tenants moved into the rental unit on September 21, 2023.
- The Tenants moved out of the rental unit on September 30, 2025.
- At the end of the tenancy, rent of \$2,700.00 was due on the first day of each month.
- A security deposit of \$1,300.00 was paid by the Tenants.

I have been given a copy of the most recent tenancy agreement signed on August 4, 2024. The first tenancy agreement, signed on September 3, 2023, was set for a fixed term ending on September 30, 2024 with monthly rent due in the amount of \$2,600.00.

Legal Test for the Monetary Claims

Under s. 67 of the *Act*, the Director may order that one party compensate the other if damage or loss result from their failure to comply with the *Act*, regulations, or tenancy agreement.

Policy Guideline 16, summarizing the relevant principles from ss. 67 and 7 of the *Act*, sets out that to establish a monetary claim, the arbitrator must determine whether:

1. A party to the tenancy agreement has failed to comply with the *Act*, the regulations, or the tenancy agreement.
2. Loss or damage has resulted from this non-compliance.
3. The party who suffered the damage or loss can prove the amount of or value of the damage or loss.
4. The party who suffered the damage or loss mitigated their damages.

The applicant seeking a monetary award bears the burden of proving their claim.

1) Are the Tenants entitled to a monetary order compensating them for damage or loss caused by the Landlord's breach of the Act, Regulations, or tenancy agreement?

As noted above, the Tenants seek \$17,970.00 in compensation in their application. Specifically, they seek compensation for the following amounts:

Overpayment for Rent	\$298.00
Dishwasher Purchase	\$668.00
Rent Refund	\$2,700.00
Utilities	\$3,504.00
Loss of Quiet Enjoyment	\$10,800.00

The Tenants also asserted that they were forced to sign the tenancy agreement when it started. I make no comment on this allegation. Ultimately, the Tenants did not specify at the hearing, in their application, or in their written submissions that they seek compensation due to this alleged issue such that I find it is ultimately irrelevant to the individual amounts they are claiming as set out above.

Overpayment of Rent

The Tenants assert that they overpaid on rent at the outset of their tenancy in the total amount of \$298.00.

The Tenants have provided copies of their bank statements, showing transfers in the following amounts:

September 5, 2023	\$1,000.00
September 6, 2023	\$600.00
September 7, 2023	\$1,000.00
September 21, 2023	\$867.00
September 25, 2023	\$300.00
September 25, 2023	\$1,000.00
October 3, 2023	\$638.06
October 3, 2023	\$1,000.00
October 3, 2023	\$1,000.00

The various payments have handwritten notations describing them. For the payment made on September 21, 2023, it was noted by the Tenants that they paid pro-rated rent of \$866.67 for occupancy between September 21, 2023 and September 30, 2023. Another note from the Tenants bank records show payment of \$38.06 for utilities in September 2023 paid on October 3, 2023.

The Tenants' written submissions outline that the Tenants paid their last month's rent as an additional deposit to the Landlord. The written submissions go on to state that the Tenants are not claiming for this amount since it was applied to their last month's rent.

The Landlord argued the Tenants' claim is statute barred since it was filed more than 2 years after it occurred. The Landlord further argued that the Tenants did not raise issue with any purported overpayment throughout the tenancy.

Dealing briefly with this argument, s. 60(1) of the *Act* sets the time limit for filing a claim under the *Act*, which is 2 years after the tenancy for which the matter relates has ended or is assigned. Simply put, the tenancy ended on September 30, 2025 such that I find the claim is not statute barred under s. 60(1) of the *Act*. The Landlord's argument that it is barred is based on a misinterpretation on her part of the relevant time limit.

I accept that at the outset of the tenancy the Tenants paid pro-rated rent for September 2023 in the total amount of \$866.67. I further accept that rent of \$2,600.00 was due on

October 1, 2023. The security deposit, as confirmed by the parties, was \$1,300.00. Finally, I accept that the Tenants paid an additional \$2,600.00 as additional security for the last month's rent.

The term security deposit is defined under s. 1 of the *Act* as "money paid, or value or right given, by or on behalf of a tenant to a landlord that is to be held as a security for any liability or obligation of the tenant". Section 19(1) of the *Act* holds that a landlord "must not require or accept" either a security deposit or pet damage deposit that exceeds half a month's rent.

To be clear, the request or acceptance of the last month's rent by the Landlord runs afoul s. 19(1) of the *Act*. Be that as it may, I accept the issue is moot since the Tenants do not claim compensation on this amount, though I agree with the Tenants that it was improper of the Landlord to take the last month's rent.

Accounting for the various amounts, the Tenants say they overpaid on their rent. I disagree. The payments provided show net payments of \$7,405.06. Of these payments, I accept that \$866.67 was paid in pro-rated rent. The remainder, being \$6,538.39, was for October's rent, the improper security of the last month's rent, the security deposit of \$1,300.00, and \$38.06 for September's utilities. The total for these payments is \$6,538.06 ($\$2,600.00 + \$2,600.00 + \$1,300.00 + \38.06).

I find that the Tenants have shown an overpayment of \$0.33 ($\$6,538.39 - \$6,538.06$), which can be seen to have resulted from payment of \$867.00 for pro-rated rent rather than the \$886.67 owed.

Considering the amount of the purported overpayment of rent, being \$0.33, is minimal and a rounding error tied to the Tenants overpayment for pro-rated rent in September 2023, I decline to grant the Tenants any order for the overpayment. I find the claim to be de minimis. This is to say this claim is a trifling issue that should not have been raised at all, particularly since the rounding error resulted from the Tenants' own conduct.

Dishwasher Purchase

The Tenants explained that there was no dishwasher in the rental unit but that they asked for one to be provided. I am told by them that they had agreed to purchase one at a cost of \$400.00, but that the Landlord demanded they pay for her preferred model at a cost of \$668.65. The Tenants say they paid this to the Landlord despite her keeping the dishwasher at the end of the tenancy.

The Landlord confirms there was no dishwasher at the outset of the tenancy and that she had no intention of providing one until the Tenants requested it. She says that she agreed to permit the installation of the dishwasher, which she would cover at her own expense, provided the Tenants purchased the dishwasher and left it behind in the rental unit at the end of their tenancy. The Landlord says the Tenants agreed to this and did

pay her for the dishwasher's purchase and did not raise issue with the arrangement until after the tenancy ended.

As noted in the first tenancy agreement, a dishwasher was not included in rent. I accept based on this and the parties' testimony that the rental unit did not have a dishwasher. I further accept that they agreed for one to be installed, with the cost to be split between them. The agreement was for the Landlord to pay for the installation cost while the Tenants paid for the dishwasher itself.

I find that the Tenants claim for the cost of the dishwasher lacks merit. The Landlord has no obligation under the *Act* or tenancy agreement to provide them with a dishwasher. The fact that they came to an arrangement afterwards to permit the Tenants use of a dishwasher is, in my view, an attempt by the parties to reach a compromise on an appliance the Tenants wished to have access to during their tenancy.

It is incongruous, in my view, for the Tenants to negotiate and enter an arrangement with the Landlord to split the cost of the dishwasher only to later go back against that arrangement years later after payment was voluntarily made by the Tenants.

The Tenants' written submissions suggest the agreement was coerced and resulted in unjust enrichment of the Landlord. I disagree. The Tenants admit that the issue arose when they requested a dishwasher in the rental unit. It is difficult for the Tenants to assert they were coerced when they asked for the dishwasher despite it not being provided to them under the tenancy agreement.

Further, I do not agree with the proposition that this is an unjust enrichment. The Landlord covered the expense of undertaken necessary plumbing and cabinet alterations to install the dishwasher. These represent a cost and a permanent alteration to the cabinets, such that it is not altogether unreasonable of the Landlord to request to keep the dishwasher afterwards. It represents, in my view, a give and take from both sides consistent with attempts to accommodate the interest of both sides.

I would emphasize that if this arrangement was not satisfactory to the Tenants, they could have simply said no and washed their dishes by hand in the kitchen sink. They chose not to do so, came to an agreement with the Landlord under which they both bore some expense but with the Tenants obtaining the benefit of the dishwasher during their tenancy. There is nothing unfair in how events transpired.

The Tenants argued the cost was too high and that they agreed to pay \$400.00. There is no evidence to support that this was the agreement at all and merely formed an offer by the Tenants to purchase a dishwasher at that price, which the Landlord disagreed. I emphasize that the precise terms of the arrangement were that the Landlord would pay for the installation, and the Tenants would pay for the dishwasher. I can see from the correspondence that there was some dispute between the parties on the specific model

of dishwasher, though this represents continued negotiation to settle upon how the agreement to purchase and install the dishwasher was to be implemented.

The Tenants' written submissions raise issue with the Landlord's demand for a guest fee in an email dated October 14, 2023 and her linking this to the dishwasher payment, saying she would be willing to forego the claim for the guest fee if they could work out a solution on the dishwasher. The Tenant replied on the same day saying that he was agreeable to paying for the \$600.00 dishwasher mentioned by the Landlord. The invoice for the dishwasher purchased shows that it was \$597.01 without tax. In the end, the Tenants paid \$668.65 to the Landlord, which included taxes for the dishwasher.

I would emphasize that the correspondence from October 14, 2023 was predated by requests from the Landlord to purchase a more expensive dishwasher. Ultimately, they reached a compromise on a model that everyone could agree on. I accept the Tenants did not appreciate linking the guest fee with the dishwasher purchaser. As will be discussed below, the guest fee is prohibited by s. 5(1) of the Regulations. This pressure does not, however, in my view, rise to the level of coercion, which means the Landlord subverted the Tenants free will.

The Tenants clearly engaged in negotiations, which will invariably involve some levels of pressure with a back and forth between both sides. Despite the linking of the purchase with the guest fee, the Tenants still had the option to say no to the dishwasher and simply walk away from the arrangement. Again, the purchase of the dishwasher was initiated by the Tenants request. I would emphasize, again, that the dishwasher that was purchased was a compromise between both positions, which is indicative of the back and forth that one would normally expect during a negotiation.

I find that the Tenants have failed to establish the Landlord breached the *Act*, regulations, or tenancy agreement as it relates to the installation and purchase of the dishwasher. I find that the Tenants are attempting to roll back an agreement they made with the Landlord after the tenancy started once they had obtained the benefit of the dishwasher during their tenancy. I find that the Tenants are prevented from going back on the agreement they entered with the Landlord.

I dismiss the Tenants' claim for the cost of the dishwasher, without leave to reapply.

Rent Refund

The Tenants seek \$2,700.00 in compensation for a month's rent following a water leak that disrupted their use of the master bedroom in the rental unit.

It is admitted by the Landlord that there was a water leak from the upper portion of the property into the rental unit that required remediation. I am told by the parties that it took the Landlord 20 days to remediate and repair the affected area. I have been given a photograph of the affected area, which is limited to a corner of the bedroom.

The Tenants say they had to move their belongings such that they were unable to use the bedroom and had to sleep in the living room during the repair period. I am also told by them that they paid increased electricity costs for the use of the fan used by the Landlord to dry out the wall cavity.

The Landlord denies that the Tenants use of the rental unit was severely impacted. She argues that the repairs could have been completed sooner had she been permitted to move the Tenants' belongings, but that the Tenants refused her the ability to do so.

Section 32(1) of the *Act* imposes an obligation on a landlord to maintain a residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law and, having regard to the age, character, and location of the rental unit, make it suitable for occupation for a tenant.

Claims under s. 67 of the *Act* are typically intended for out-of-pocket expense. I have been provided no evidence to support that there was any significant loss due to the water leak, other than the asserted payment of additional utility expenses. With respect to the utility expense, I find the Tenants' assertion of the extra cost to be poorly quantified and merely used as a basis to justify the underlying claim of \$2,700.00, which is a month's rent.

Under s. 65(1)(f) of the *Act* where a landlord is found to have breached the *Act*, Regulations, or the tenancy agreement, a tenant may be entitled to a past or future rent reduction equivalent to the reduction in the value of the tenancy agreement. Generally, rent reduction claims are advanced when services have been terminated or suspended or for loss of use of a rental unit due to ongoing repairs.

I accept that the Tenants are seeking a rent reduction under s. 65 of the *Act*. Though arguably misplead on the application, I find that the Landlord was given more than sufficient particulars to understand what was being claimed and why.

As an opening proposition, I have little difficulty finding that a repair related issue tied to the Landlord's obligation to maintain and repair the rental unit under s. 32(1), namely the water leak and associated remediation, was present for 20 days. Though the Landlord is not responsible for causing the water leak, the Tenants have demonstrated a breach of s. 32(1) of the *Act* for which the Landlord is ultimately responsible in her maintenance of the property.

I further accept that this had an impact on the Tenants' use of the rental unit over the 20-day period resulting a loss of value to the tenancy. I do not, however, agree with the Tenants that they are entitled to a month's rent. Their own submissions support that the disruption did not last a month, such that granting \$2,700.00 would overcompensate them for the disruption.

Having reviewed the photograph, I accept that the disruption to the Tenants was minimal. The affected area was limited to a small area of the rental unit. I have been

provided with no documentary evidence to support that the Tenants were forced to move their belongings out of the bedroom. Rather, the Tenants' photographs clearly show their belongings were still in the bedroom.

Considering this was a 2-bedroom suite where the Tenants still had access and use to much of the rental unit, I find that the Tenants are entitled to a rent reduction of \$500.00. This compensates, in my view, their loss of use of the corner of the bedroom as well as any associated disruptions or loss of quiet enjoyment from the use of the fan during the 20-day period.

Utilities Claim

The Tenants advise that they were required to pay 35% of the utilities during their tenancy, while they also paid \$35.00 for internet during the first year of their tenancy, which increased to \$45.00 in the second year.

The Tenants claim \$3,504.00 in utility payments made to the Landlord during their tenancy. They say the Landlord failed to give them with copies of the utility statements when she made demand for payment of the utility.

The Tenants advise that a portion of the amount claimed for the utilities includes their internet payments, which they acknowledge was added by them in error. They say, however, that they should be compensated for the utilities they paid during their tenancy since the Landlord did not provide them with utility invoices when she made the demands for payment.

The Landlord explained that she did not, as a matter of course, provide utility statements to the Tenants unless they asked for them. She says that she is concerned of her personal information visible on the utility statements being improperly disposed by her tenants.

The Tenants' evidence contains correspondence in which the Tenants raised issue with a demand for utility payment for January 2025. This can be seen in an email sent by the Tenant K.K. to the Landlord on January 29, 2025. The same day, the Landlord provided a response explaining the demand, as well as attaching the utility statements.

I find that there is no merit to the Tenants claim for a complete refund on their utility payments.

There is no obligation under the *Act* that a landlord must provide utility statements when making a demand for payment on utilities. If a tenant demands a copy of the utility statement, a landlord should provide it to clarify a tenant's obligation under the tenancy agreement. As a matter of personal practice, a landlord may choose to provide utility statements proactively to avoid the potential conflict associated with disputes surrounding demands for utility payments. Again, this is not a statutory obligation nor

one that implicitly flows from a tenant's obligation to pay utilities under the tenancy agreement.

The Tenants' tenancy agreement is clear that they were required to pay 35% of the utility costs. The Landlord would periodically make demand for payment as well as for payment on internet service provided to the Tenants as part of their tenancy. There is no evidence the Landlord withheld the utility statements. To the contrary, the only instance in which I have been provided in which the Tenants raised issue with the demand for payment, the Landlord promptly provided explanation with the attached utility statements. There is nothing untoward in this.

Furthermore, the Tenants position effectively operates to absolve themselves of their obligation to pay utilities under the tenancy agreement, despite what their agreement states. The Tenants cannot reasonably take the view that they are not required to pay utilities outright and any issues they have with the utility payments they made during their tenancy could and should have been raised by them at the time rather than now that the tenancy is over.

I dismiss the Tenants' claim for the refund of their utility payments during the tenancy, without leave to reapply.

Loss of Quiet Enjoyment

The Tenants testified that they felt like they were under a state of constant supervision by the Landlord. I am told by them that the Landlord had security cameras everywhere and would use the cameras to observe them or their guests. The Tenants say that they ultimately left the rental unit due to the Landlord's conduct.

The Tenants seek \$10,800.00, which is 4 months rent, in compensation due to the level of stress and quiet enjoyment they say they suffered while living in the rental unit.

The Tenants' written submissions direct my attention to email correspondence from October 2023 in which the issue of the Tenants' guest was discussed. The Landlord indicates that the Tenants had a guest for 2 weeks and that under the tenancy agreement they were required to pay a guest fee of \$300.00 per week. The Landlord did not demand payment on that occasion, waiving her claim at that time but warning that subsequent guests after October 15, 2023 would trigger the guest fee.

In reply, the Tenant K.K. indicates that the guest would remain until October 29, 2023 and that he would pay the guest fee. Review of the bank account transfers provided by the Tenants shows, however, that they paid rent and utilities for the following month and that no guest fee was paid by them in October or November 2023.

The Tenants' written submissions further direct me to an email from the Landlord on November 29, 2023 in which the Landlord raised issue with "intense and loud banging". I am further directed to an email from August 29, 2025 in which the Landlord indicated

that the Tenants need not be in the rental unit during access by the Landlord, as well as the Landlord's views of the legal system.

The Tenants further advise that they had family visit from overseas who were unable to stay with them in their rental unit due to Landlord's demand for payment of a guest fee. I am told that the family eventually stayed elsewhere at a cost of \$1,200.00. I have not been given a receipt demonstrating this cost.

The Tenants further raise issue with the Landlord complaining of their child running at the property. The Landlord says that the Tenants' child was kicking rocks while using the walkway. I have been given a copy of an email dated December 19, 2024 in which the Landlord raises issue with the Tenants' daughter running on the walkway, kicking rocks and creating an uneven surface.

Section 28 of the *Act* sets out a tenant's right to the quiet enjoyment of their rental. These include, but are not limited to, the right to reasonable privacy, freedom from unreasonable disturbance, exclusive possession of the rental unit subject only to the landlord's right to enter the rental unit as set out under s. 29, and the right to use common areas for reasonable and lawful purposes, free from significant interference. Policy Guideline 6 provides further guidance with respect to the entitlement to quiet enjoyment.

The Tenants assertion that the Landlord caused any significant loss of quiet enjoyment during their tenancy is not, in my view, sustained by the evidence before me.

The Tenants raise issue with the Landlord complaining of noise from their rental unit on one occasion in November 2023. That is confirmed by the email correspondence provided by the Tenants. However, it may well be that the Tenants were causing excessive noise on that occasion. The Landlord has every right to inform the Tenants that they are being noisy considering the nature of property and the fact that the rental unit is a basement suite with the Landlord residing in the upper portion. The Landlord's email of November 29, 2023 that is problematic.

The Tenants raise issue with correspondence from August 29, 2025. Review of the exchange shows that by that point there was a significant deterioration in the relationship between the Landlord and Tenants. I agree with the Tenants that the Landlord appears to exhibit a somewhat contemptuous view of the legal system, which can be seen in her email from August 29, 2025 as well as comments she made at the hearing that the Residential Tenancy Branch was biased against landlords. This view, though problematic for other reasons, is not evidence of a breach of s. 28 of the *Act*.

The correspondence provided to me fails to show anything approaching the Tenants position that the Landlord was harassing them. The tone of some of the emails were somewhat terse, but this is not unusual in the context of individuals that are at cross-purposes. There is no obligation for the Landlord to defer to the Tenants.

There was a discussion regarding the Tenants' child kicking rocks on the walkway, though this is not problematic considering the Landlord may well have had legitimate cause to raise it as an issue. In any event, I view the issue with the Tenants' child as not one warranting any serious comment considering it was limited to a small complaint raised by the Landlord for which there was no further issue from either the Landlord or Tenants seen in the correspondence.

With respect to the surveillance cameras, the Landlord is well within her rights to install security cameras on the exterior of her property. Provided they do not peer into the rental unit or are in the rental unit itself, there is no underlying breach of quiet enjoyment in having security cameras looking over common areas of the property. Absent evidence that the cameras peered into the rental unit, I find that the Tenants have failed to establish that there was a breach of s. 28 tied to the mere existence of security cameras at the property.

The Tenants raised issue with the guest fee. For the sake of completeness, the relevant clause of the tenancy agreement states the following:

15. Additional Occupants. No person, other than those listed in the residential tenancy agreement may occupy the rental unit. A person who resides in the rental unit for a period in excess of 7 cumulative days in a calendar year will be considered to be occupying the rental unit. *Landlord will charge extra \$1200.00 per month per extra occupant and may also serve the tenant with the notice to end the tenancy due to hot water, power and insurance limitations in a single family house.*

At clause 3 of the tenancy agreement, the parties specified that the total number of occupants were 2 adults and 1 minor.

Under s. 13(2)(f)(iv) of the *Act* a tenancy agreement must set out terms that set out rent payable for a specified term as well as a variation in rent based on the number of occupants and, if so, by which amount it varies.

Section 5(1) of the Regulations sets out that a landlord must not charge a guest fee, whether or not the guest stays overnight.

I do not take specific issue with clause 3 of the tenancy agreement, which in my view reasonably specifies the number of occupants in the rental unit. This is good practice, particularly when in this case the rental unit is a smaller basement suite.

I do, however, take issue with clause 15. I accept that the clause was made in contemplation of s. 13(2)(f)(iv) of the *Act*. In operation, however, I find that the clause operates as something of a penalty clause to enforce the occupancy limit rather than estimate the increased cost of additional occupants. The increase to monthly rent, being \$1,200.00, greatly exceeds any reasonable increase in utility costs associated with an additional occupant. Further, the clause still preserves the Landlord's right to later end the tenancy based on their being an unreasonable number of occupants. In effect, the

clause both permits additional occupants upon payment of an additional \$1,200.00 while indicating the additional occupants may result in an end of tenancy.

When this is considered in conjunction with the definition of an occupant as an individual who resides in the rental unit for a period exceeding a cumulative 7 days in a calendar year, I find that clause 15 is unenforceable as it is grossly unfair in practice. In effect, it increases the ambit of what would be considered a guest relative to an occupant, being someone who resides in the rental unit. In practice, a guest coming to the rental unit for weekend visits during the year may find themselves captured by the clause, despite clearly not being an occupant in any real meaning of the word.

Review of the correspondence shows the Landlord treated this clause as something of a guest fee, where she would demand payment of \$300.00 per week if a guest was staying in the rental unit. The Landlord effectively used clause 15 of the tenancy agreement, which ought to have been used for protecting a reasonable expectation of covering increased costs from additional occupants, as a guest fee that is specifically prohibited by s. 5(1) of the *Act*.

Despite all these issues, I have been provided no documentary evidence by the Tenants that they in fact suffered a loss under the circumstances. First, there is no evidence they ever paid the Landlord the \$300.00 weekly guest fee. Second, the \$1,200.00 cost cited by the Tenants as having been paid by family that was visiting from overseas is unsupported. I decline to grant compensation to the Tenants in this amount or the amount claimed of \$10,800.00, which I find to be completely untethered from any reasonable quantification of an actual loss.

I do, however, accept that clause 15 of the tenancy agreement is contrary to the *Act* and adversely impacted the Tenants use the rental unit as living accommodations, which includes the expectation to have guests stay overnight from time to time without fear of penalty. I accept that that has occurred during the tenancy, principally when family from overseas came to visit the Tenants.

The Landlord argued that they were planning on moving to Canada. Even if that were true, however, there is no indication that they intended to reside in the rental unit. I find that the Landlord's conduct adversely affected the Tenants' reasonable expectation to have something as normal as family stay with them as guests in their home.

Absent evidence of any direct loss tied to the Landlord's breach of s. 28 of the *Act*, I grant the Tenants nominal damages in the amount of \$500.00 tied to her use of clause 15 of the tenancy agreement as something of a guest fee prohibited by s. 5(1) of the Regulations.

Summary

I grant the Tenants \$500.00 in compensation for the loss of value to their tenancy agreement during the period in which repairs were undertaken in the rental unit. I further

grant nominal damages of \$500.00 tied to the Landlord's use of clause 14 of the tenancy agreement as a guest fee that is prohibited by s. 5(1) of the Regulations.

All other aspects of the Tenants' monetary claims are dismissed without leave to reapply.

2) *Is the Landlord entitled to a monetary order compensating her for damage to the rental unit caused by the Tenants or their guests?*

The Landlord seeks \$5,121.36 in compensation for damages to the rental unit, describing her claim as follows in her application:

1-Cleaning fees 2-Damage to carpets 3-Broken Vanity Light 4-Damaged Heat Baseboards

The Landlord has provided a monetary order worksheet, which particularizes the Landlord's monetary claims in the following amounts:

Cleaning Fee	\$1,333.50
Carpet Estimate	\$2,782.50
Vanity Light	\$222.88
Baseboard Heater Cover and Installation	\$782.48

Section 37(2) of the *Act* imposes an obligation on tenants at the end of the tenancy to leave the rental unit in a reasonably clean and undamaged state, except for reasonable wear and tear, and to give the landlord all keys in their possession giving access to the rental unit or the residential property.

Policy Guideline 1 defines reasonable wear and tear as the "natural deterioration that occurs due to aging and other natural forces, where the tenant has used the premises in a reasonable fashion."

The Condition Inspection Report

Sections 23 and 35 of the *Act* impose an obligation on landlords and tenants to complete a move-in and move-out condition inspection report. The primary responsibility for preparing the reports rests with landlords, who must do so in accordance with the *Act* and Regulations.

Tenants are required to participate in the condition inspections upon being provided opportunity to do so by their landlord. This includes signing the report, though the content requirements set by s. 20 of the Regulations means they have space to note any disagreement they have with the report prepared by their landlord.

After the condition inspections are completed, landlords must give tenants a copy of the move-in and move-out reports within the timeframes imposed by s. 18(1) of the

Regulations. For the move-in report, it must be given to tenants within 7 days of it being completed. Move-out reports must be given to tenants within 15 days of the report being completed or the date the landlord receives their tenants' forwarding address in writing, whichever is later.

Further, s. 21 of the Regulations stipulates that a condition inspection report, when it is completed in accordance with the Act and Regulations, is evidence of the state of repair and condition of a rental unit when the inspection is completed, absent a preponderance of evidence to the contrary.

The Landlord has provided a copy of the condition inspection report.

The report notes that the move-in condition inspection was completed on September 21, 2023. The Tenants signed off on the move-in condition inspection and the Landlord says that the Tenants were given a copy of the report shortly after it was completed. The Tenants' evidence contains a copy of an email showing the Landlord sent them the move-in condition inspection report on September 21, 2023.

I accept that the move-in condition inspection report was completed in accordance with s. 23 of the Act with the Tenants being sent a copy by email on September 21, 2023, as confirmed by the email they have put into evidence. I accept the move-in condition inspection report is evidence of the state of the rental unit when the tenancy started on September 21, 2023.

There was some dispute regarding the move-out condition inspection report. The report indicates it was completed on September 30, 2025 and that it was signed by one of the tenants, K.K.. The Landlord testified that the Tenants were given a copy of the move-out condition inspection report after it was completed.

The Tenant says he did not remember signing off on the report as provided by the Landlord. I asked him whether the report was blank when signed off on it. He says he did not remember. Both Tenants say they were not given a copy of the move-out condition inspection report until it was served in evidence in this matter.

Leaving aside whether the move-out condition inspection report was altered by the Landlord or whether it was given to the Tenants within 15 days of the end of the tenancy or receipt of the forwarding address, I find that it would be inappropriate to rely upon the move-out report. The Tenant noted the following in the report at the time of the move-out condition inspection:

1. I, (tenant's name) [REDACTED]

Agree that this report fairly represents the condition of the rental unit *(with following description)*

Do not agree that this report fairly represents the condition of the rental unit for the following reasons:

- I agree with heatboard scratch (due to furniture move) - minimal
- About Janity light since it is in a situation that never gets touched. the initial pics should be checked.

At the hearing, the Tenants seemingly disagreed with the move-out report's contents. The passage set out above would suggest the Tenants agreed with the contents of the report, which on page 5 lists various issues. I accept it likely that the Tenant misread or misunderstood the move-out condition inspection report and disagreed with its contents. In the face of this, I do not rely on the move-out condition inspection report.

I have, however, been provided with photographs and videos of the rental unit which I am told and accept were taken on or about September 30, 2025. I will rely upon this evidence in determining whether the Landlord is entitled to the amounts she is seeking.

Cleaning Costs

The Landlord testified that the Tenants failed to clean the carpets, refrigerator, stove, and windows. Her evidence includes a copy an invoice dated October 1, 2025 outlining cleaning costs for the following:

Move-out Cleaning	\$750.00
Drape Cleaning	\$150.00
Water Stains in Shower	\$120.00
Carpet Cleaning	\$250.00

The Landlord's evidence contains photographs showing cleaner residue visible at the bottom of the oven, as well as food residue on the sides of the oven after it was pulled back from the wall. There is also an image of a small mark on the drapes. The Tenants have provided a video of the rental unit, which shows the rental unit to be generally clean.

With respect to the overall cleanliness of the rental unit, I find that the Tenants returned it to the Landlord in a reasonably clean state. I make this finding relying upon the video provided by the Tenants, which shows no significant cleanliness issues anywhere in the rental unit. I have little difficulty finding that any prospective tenant, upon taking possession of the rental unit as shown in the Tenants' video, would find it to be acceptably clean.

The Landlord's evidence shows some issues visible in the interior of the oven. The Tenants' video does not show a similar issue inside the oven. In the face of the discrepancy, I find that the Landlord, as applicant on her claim, has failed to prove it more likely than not that the oven was left in an unreasonably clean state since the Tenants' video would suggest it was cleaned.

The Landlord's photographs show the exterior sides of the oven with food residue. I do not accept that the move-in condition inspection report was completed after the parties pulled the oven from the wall so that the Tenants could inspect whether the sides of the oven were clean. There are no photographs from the beginning of the tenancy that shows the same. I find that I have insufficient evidence to support that the sides of the oven, which would have been tucked between the cabinets such that the sides were not

visible, was clean when the tenancy started. The Landlord cannot reasonably claim this from the Tenants.

The Landlord asserts that there were water stains in the shower. This is directly contradicted by the Tenants' video. Further, there is no evidence in the form of photographs from the Landlord to support that water stains are present as alleged.

The Landlord asserts that the refrigerator was not cleaned by the Tenants. There is no documentary evidence to support the Landlord's assertion since I have not been provided with a photograph showing the state of the refrigerator. From what is visible on in the Tenants' video, being a brief view of the appliance's exterior, I find that the refrigerator appears to be reasonably clean.

The Landlord asserts that there is a stain in the carpet in the master bedroom. However, the Landlord has provided no evidence to support this. I would expect if there were a stain, I would be given a photograph clearly showing the stain. That was not done.

The most comprehensive view of the carpet in the master bedroom can be seen in a photograph attached to an email dated October 5, 2025 which is in the Tenants' evidence. The resolution of the image is not ideal, and its size is small considering the format. However, review of the photograph fails to clearly show any stain given the colour of the carpet, though some discolouration appears to be present over a broad area. The Tenants' video incidentally shows the same area of the carpets seen in the photograph visible in the email from October 5, 2025. The discoloured area from the photograph is not visible in the Tenants' video.

In the face of the poor evidence on the alleged carpet stain provided by the Landlord, as well as the Tenants' video which shows no apparent issue with the carpets, I find that the Landlord has failed to demonstrate the carpets were stained at all.

The sole cleanliness issue the Landlord has shown is with respect to a small mark visible on the drapes. I would emphasize that the issue should be viewed within the context of a rental unit that was left in a reasonably clean state. Considering what I find to be a meritless claim by the Landlord that the rental unit was not cleaned, I decline to grant the Landlord compensation for what is a small 1-inch mark on the drapes that appears to be on the backside of a seam that is otherwise not visible.

I dismiss the Landlord's claim for cleaning costs, without leave to reapply.

Carpet Replacement

The Landlord asserted that the Tenants stained the carpet in the master bedroom, which could not be cleaned, such that she now needed to replace it. Considering my comments made above, I find that the Landlord has failed to establish that the carpets were stained, much less required replacement.

I dismiss the Landlord's claim for the cost of carpet replacement, without leave to reapply.

Vanity Light Replacement

The Landlord claims that the Tenants damaged the light above the bathroom vanity. I am told that there is a small crack on one of the decorative glass covers for the light closest to the wall. Upon close review of the photographs provided, a small crack is visible in the glass cover on the left-hand side of the vanity light closest to the wall.

The Landlord says that she cannot find a replacement part of the vanity light, such that to repair it she must replace the whole light fixture at a cost of \$222.88. The Landlord emphasized that the Tenants agreed that they caused the damage in the move-out condition inspection report.

The move-out condition inspection report fails to contain an admission from the Tenants that they agreed to the damage to the vanity light, merely that they wished to refer to the photographs from the beginning of the tenancy to verify if it was present at that time.

Even if I accept the Tenants or their child caused the damage to the vanity light, which I do not, I find the Landlord is not entitled to compensation.

To put the issue into context, the Landlord's photograph shows a hairline crack on a decorative glass cover that is, at most, three-quarters of an inch in length. It is only visible upon magnifying the image. I have not been told that the Landlord has purchased the vanity light. I do not accept it likely that the Landlord will ever do so based on what I characterize as a small cosmetic issue in a light that is otherwise functioning and in an acceptable state.

Once more, there is no evidence to support that the glass was broken by the intentional or careless actions of the Tenants. Again, this is a minor crack in the vanity light glass such that I do not accept there was any significant force applied since that would likely have caused more significant damage. The issue, such as it is, is just as likely to have occurred due to a manufacturing defect than it was from the Tenants conduct.

I find that the Landlord has failed to establish a breach of s. 37(2) of the *Act* as it relates to the vanity light. Even if the Landlord did, I find that the Landlord has not suffered any loss and is not likely to do so considering the minor cosmetic nature of the issue. I dismiss the Landlord's claim for the vanity light replacement.

Baseboard Heater Repair

The Landlord says that the Tenants damaged the finish on the baseboard heater cover, which will require its replacement. The Landlord has provided estimates for the heater cover, showing a cost of \$519.98, as well as an estimated installation cost of \$262.50.

I have been provided with a photograph of the affected area of the baseboard heater. The Tenants acknowledge that they caused the damage, though argue it is reasonable wear and tear.

I agree with the Tenants. The photographs provided show a small area of the baseboard heater with black scuffs and paint peeled from a portion of the area. It is, at most 4 inches, which includes the black scuffs. It is just as likely that the scuffs could be removed from a slight bit of cleaning. Even if it cannot, the fact is that the basis of this claim appears to be rooted in the Landlord's misplaced belief that the Tenants were required to return the rental unit in the exact same state as it was when the tenancy started. Again, the Tenants are not responsible for reasonable wear and tear.

In ordinary use, there will be bumps and scrapes in a rental unit. Tenants are only responsible for these issues when it is excessive in nature. I cannot accept that the LL will seriously pay \$782.48 to replace the cover for a baseboard heater over what is, at most, a cosmetic issue.

I find that the Landlord has failed to establish that the Tenants caused damage to the baseboard heater in a manner that exceeded reasonable wear and tear. I dismiss this portion of her application, without leave to reapply.

3) *Are the Tenants or the Landlord entitled to their respective filing fee.*

I find that both sides were substantially unsuccessful in their application. I dismiss both claims for the filing fee, without leave to reapply.

Conclusion

I grant the Tenants \$500.00 in compensation for the loss of value to their tenancy agreement during the period in which repairs were undertaken in the rental unit. I further grant nominal damages of \$500.00 tied to the Landlord's use of clause 14 of the tenancy agreement as a guest fee that is prohibited by s. 5(1) of the Regulations.

All other aspects of the Tenants' monetary claims, including for the return of their filing fee, are dismissed without leave to reapply.

The Landlord's application is dismissed, in its entirety, without leave to reapply.

In total, I order that the Landlord pay **\$1,000.00** to the Tenants (\$500.00 + \$500.00). The Tenants must serve this order on the Landlord and may enforce it at the Provincial 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: February 18, 2026

Residential Tenancy Branch