DECISION

Introduction

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

- an order pursuant to ss. 38 and 67 for the return of the security deposit and/or the pet damage deposit; and
- return of the filing fee pursuant to s. 72.

The Landlord files her own application, seeking the following relief under the *Act*:

- a monetary order pursuant to ss. 67 and 38 to pay for repairs caused by the tenant during the tenancy by claiming against the deposit;
- a monetary order pursuant to ss. 67 and 38 compensating for loss or other money owed by claiming against the deposit; and
- return of the filing fee pursuant to s. 72.

This matter was conduced over hearings held on February 2, 2026 and February 19, 2026.

At both hearings, T.C. and J.M. attended as the Tenants. S.E. 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 Applications 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.

Issues to be Decided

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

2) Is the Landlord entitled to a monetary order compensating her for damage or loss caused by the Tenants' breach of the *Act*, Regulations, or tenancy agreement?
3) Is the Landlord entitled to retain the Tenants' deposits or are the Tenants entitled to its return?
4) Is either side entitled to the return of their 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 February 1, 2024.
- The Tenants moved out of the rental unit on September 30, 2025.
- Rent of $3,357.50 was due on the first day of each month.
- A security deposit of $1,625.00 and a pet damage deposit of $800.00 were paid by the Tenants.

I have been given a copy of the written tenancy agreement.

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

The Landlord, in her application, seeks $9,058.34 in compensation, describing her claim as follows:

> 1) $509.25 Markley Construction Plumber Call Out 2/2024 2) $5805.30 Markley Construction Deck Repair - Replace Vinyl 3) $2716.71 Trail Appliances - Sharp Built In Microwave Replacement 4) $27.08 Home Depot - Lightbulbs and Shower Curtain

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."

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.

I have been given a copy of the condition inspection report by the Landlord, which is in the standard form prepared by the Residential Tenancy Branch. It lists that the move-in

condition inspection report was completed on January 25, 2024. It is signed and dated by both sides, with the Tenant J.M. confirming a copy of the move-in condition inspection report was given immediately after it was completed.

Accepting this, I find that the move-in condition inspection report was completed in accordance with s. 23 of the *Act*. I grant it evidentiary weight in accordance with s. 21 of the Regulations.

The move-out portion of the condition inspection report notes that it was completed on October 1, 2025. Both sides advise that during the move-out condition inspection the Tenants were present with the Landlord's son, who was acting on his mother's behalf. I am told of a relatively fraught move-out inspection that took over 2 hours, with the Landlord and Tenants indicating that the Landlord raised several cleanliness related issues during the inspection, which were addressed by the Tenants when it was raised.

The move-in condition inspection report provided to me shows that it was signed by both Tenants at the time of the move-out inspection. The Tenants acknowledge that a copy was given to T.C. when the move-out inspection was completed. I am told by the Tenants that T.C. lost their copy of the report.

The Tenants raise issue with some of the contents of the move-out condition inspection report, namely notes on the fourth and fifth page in which there is reference to an area of the front porch being bleached by CLR. The Tenants say those notes were not present on the report they signed and that there was no condition inspection of the front porch considering the length of time spent in other areas of the rental unit.

The Landlord denies altering the move-out condition inspection report, though she acknowledges that the Tenants have consistently disputed that they should be responsible for the bleaching to the front porch deck.

Looking at the procedural aspect of the move-out condition inspection, I accept that it was done in accordance with s. 35 of the *Act*. It is in the form prepared by the Residential Tenancy Branch, the Tenants were present with the Landlord's agent, her son, and all parties signed the move-out condition inspection report. I also accept the Tenants were given a copy at the time of the move-out inspection, though the Tenants lost their copy.

The Tenants allege the move-out condition inspection report was altered to include comments in the report. It is unclear in the evidence before me whether that took place, though considering the Landlord raised further issues with the state of the rental unit after she returned to Canada on October 24, 2025 to personally inspect the rental unit, which will be described in more detail below, it is certainly plausible.

In any event, I find that I need not resolve this issue, accepting the Landlord's testimony that the Tenants consistently disputed responsibility for the deck bleaching. Relying on this, I find that the move-out condition inspection report is otherwise reliably except to

the extent it speaks to issues other than the CLR on the deck as noted on the fourth and fifth page of the report.

Plumber Call Out

The Landlord says that she told the Tenants at the beginning of their tenancy not to use a spray wand for the bathtub in the master bathroom. She explained that the spray wand does not leak, but that there is no catchment underneath the bathtub such that use of the wand may inadvertently lead to water falling onto the ground beside the bathtub.

The Landlord testified that she was contacted by the Tenants on February 1 or 2, 2024, where they reported water leaking into the kitchen. I understand that the kitchen is immediately below the bathroom in the master bedroom. The Landlord says that she retained a plumber that came to the rental unit to investigate the leak, but that no leak was discovered.

The Landlord's evidence contains a copy of the invoice from the plumber, which includes the following opinion from the plumber that came to the property:

> The first step was to determine where the water was coming from and to do that an inspection hole was cut into the adjacent bedroom wall for inspection purposes. I first observed the Roman tub filler during the tub filling process, no water was present. I then began to fill the tub via the hand held spray, still no water present. Of course I now assume we have a drainage issue so I plugged the tub and filled it to the overflow using both the Roman tub filler as well as the hand held sprayer, no water present. Finally I pulled the drain plug and to my amazement there was still no water present.
>
> The conclusion. I believe one of two possibilities happened. The first is that while the sprayer was in use the connection between the sprayer and the hose (the visible connection below your hand when holding the spayer (sic)) was loose causing water to run down the hose into the cavity below the tub (once notice was hand tighted (sic) by the user as no leaks are present now). Someone would have to have been laying in the tub while having the hand held spray onto them. And this leads to my second theory, that while using the handheld in the manner stated above, water was splashing back onto the tub deck and down the sprayer saddle into the cavity below the tub.

Relying on the opinion from the plumber, the Landlord argued that the Tenants caused the water leak into the kitchen and the subsequent call-out charge she incurred to have a plumber inspect the issue. As a result, the Landlord says that she is seeking the $509.25 she paid to the plumber for the call of cost.

The Tenant J.M. denied using the spray wand. She says that the Landlord left a sticky note on the spray wand telling them not to use it. J.M. confirmed that there was a water

leak, though its source is a mystery to her. As a result of the leak, J.M. says she was apprehensive in using the bathtub, not doing so until November 2024 after her child was born so that it could be used to give her baby a bath. The Tenant says that the issue may have been pre-existing and that the Landlord filed an insurance claim for which they cooperated.

I find that the Landlord is not entitled to the compensation she seeks for the plumber call-out in February 2024. I am told by the Tenants, and accept, that the Landlord filed an insurance claim for work tied to the water leak. The Landlord cannot rightly seek costs for a call-out fee when it may well have been covered by her insurer.

Further, the plumber's opinion is not dispositive one way or the other on the ultimate source of the leak. I am told that the water leak was significant, with water pouring into the kitchen. I accept the Tenant's testimony when she states she did not use the spray wand since there was a note telling them not to do so. There is seemingly no explanation for the source of the leak, which considering when it was first discovered, being days into the tenancy, would suggest that it was a pre-existing issue for which the Landlord is ultimately responsible.

I dismiss the Landlord's claim for the plumber call-out fee, without leave to reapply.

Deck Repair

The Landlord says that the Tenants, more precisely J.M.'s partner, used a chemical cleaner that bleached a section of the vinyl deck cover. The Landlord explained that the vinyl deck cover was installed in 2007 and is otherwise in good condition with tight seems, though the cleaner used discoloured a section of the deck on the front porch.

The Landlord's evidence contains photographs and a video of the front deck, which shows it is covered with a textured vinyl material. Several of the images shows that the surface has a speckled brown pigment painted over a base grey layer. Other images, including the video, show the affected area, which is visibly lighter than the rest of the deck. The affected area is between the entryway door and the stairs leading off of the front porch, with the most heavily affected area at the landing at the top of the stairs.

The Landlord says that she told the Tenants at the outset of their tenancy to clean the deck with soap and water. The Landlord says that, despite this, she had a conversation with J.M. and her partner, J., in August 2025 where J. said he had used CLR cleaner.

The Landlord says that to fix the discolouration, she must replace the vinyl surface outright. She says that this work has not been done, but that she has obtained a quote for the amount claimed, being $5,805.30, which has been put into evidence.

I take significant issue with the Landlord's claim for the vinyl deck. I agree with the Landlord that the deck is discoloured. I do not, however, agree that it warrants replacement. I would emphasize that the Landlord admits the deck was newly installed

in 2007, meaning it is approximately 19 years old. Policy Guideline 40, which provides a table of the useful life of building elements, indicates that vinyl decking has an expected useful life of 20 years. In other words, the Landlord is attempting to justify the full replacement of a vinyl deck that is near the end of its useful life based solely on something of an aesthetic issue in a high traffic, thus more heavily worn, section of the vinyl deck.

Further, the Landlord admits that the deck is otherwise in good condition, namely that the seems are still tight and that it is still watertight. I simply do not accept that the Landlord will replace the vinyl deck surface based solely on a slight aesthetic issue. Even if I am wrong and the Landlord ultimately plans on doing so, she is essentially seeking the Tenants to indemnify her for deck surface that is near the end of its life anyway.

I find that the Landlord has failed to demonstrate that the Tenants caused damage to the deck, with the issue of discolouration just as likely caused by years of traffic consistent with reasonable wear and tear as it is with the use of cleaner as alleged by the Landlord. I find that the Landlord has suffered no quantifiable loss to date and, in any event, the deck is near the end of its useful life such that the claim is an attempt by the Landlord to shift the cost of ownership, namely the replacement of building elements as they degrade, onto the Tenants.

I dismiss the Landlord's claim for the replacement of the vinyl deck surface, without leave to reapply.

Microwave Replacement

The Landlord claims that the Tenants damaged the roof of the oven cavity of a built-in microwave. I have been given a photograph of the affected area, which shows a small area of the roof in the oven cavity having a blackened section. The Landlord argued it was caused by food splatter in the microwave that had burnt the roof.

The Landlord says that this part of the microwave, if not replaced, makes it a fire hazard in use. She says that the microwave is expensive, which is why she is claiming $2,716.71 for a replacement. I understand that the microwave is a built-in drawer style microwave, with the Landlord saying it was original to the home when it was built in 2007. The Landlord says that the microwave has not been replaced to date.

The Tenants report that there were repeated attempts by them to clean the oven cavity of the microwave during the move-out condition inspection, including the roof itself. I am told by J.M. that after several rounds of cleaning, the Landlord and her son were satisfied with its condition.

The move-out condition inspection report notes no issues with the microwave. The Landlord confirmed that the damage to the microwave was discovered when she came to the property on October 24, 2025.

I find that there is little merit to the Landlord's claim for a microwave replacement. Again, I point to

Further, I am told and accept that the interior of the microwave was subject to inspection on several occasions during the move-out condition inspection due to reported issues with cleanliness. One would expect that if this was an issue of note, it would have been outlined in the move-out condition inspection report. It was not, only being discovered weeks later on October 24, 2025.

Once more, the move-in condition inspection report itself is silent on the microwave's condition, such that it is impossible to say that the damage, if characterized as such, is attributable to the Tenants in any event.

Even if I accept that the Tenants damaged the section of the microwave shown in the image, which I do not, Policy Guideline 40 suggests the expected useful life of a microwave is 10 years. I accept based on the Landlord's testimony that the microwave was new in 2007, meaning that it is well past its useful life. In other words, the depreciated value of the microwave is $0.00.

Much like the vinyl deck, I find that the Landlord is attempting to have the Tenants pay for a new microwave that is past the end of its useful life for an issue that is likely aesthetic in nature. The Landlord asserts, without clear documentary evidence, that the issue is a fire hazard. Despite this, I have not been told that the microwave is non-functional. Considering the cleaning undertaken by the Tenants, I accept it likely that it has been in use by the Tenants, without issue, throughout their tenancy.

I find that the Landlord has failed to establish the Tenants damaged the microwave. I find that the Landlord has suffered no loss and that the microwave is well past its useful life. Again, the Landlord is attempting to shift a cost of ownership onto the Tenants, which is not permitted.

I dismiss the Landlord's claim for the microwave replacement, without leave to reapply.

Light Bulbs and Shower Curtain

The Landlord claims $27.08 for light bulbs that had burnt out and a shower curtain she says that the Tenants stained. The Tenants are agreeable to paying this amount.

Without making findings on its merits, I treat this portion of the Landlord's claim as a partial settlement freely entered into by the parties. Under s. 64.2 of the *Act*, I grant the Landlord for the amount claimed of $27.08, which shall be paid by the Tenants.

2) ***Is the Landlord entitled to a monetary order compensating her for damage or loss caused by the Tenants' breach of the Act, Regulations, or tenancy agreement?***

The Landlord seeks $8,122.65 for this portion of her application, describing her claim as follows:

> 5) $160.00 Macushla Law Corp - Consultation Fee 6) $334.00 2 1/2 Hour Final Move Out Inspection 7) $420.53 Citrus-O Carpet Cleaning Quote 8) $433.88 Personal Hours Cleaning After Move Out 9) $54.24 Tire Disposal 10) $25.00 Late Rent Fee 11) $6695.00 2 Months Loss of Use

Lawyer Consult Fee

The Landlord says she is seeking $160.00 she paid to consult a lawyer regarding her rights following an incident in which it was discovered that someone was smoking inside the rental unit.

I find that there is no merit to this claim.

To be clear, the Landlord must establish that there has been a breach of the *Act*, Regulations, or tenancy agreement by the Tenants which caused her financial loss. In this case, she has merely demonstrated that she spoke with a lawyer following an alleged breach by the Tenants or their guests, one that has not been substantiated.

The Landlord's evidence does contain a video showing someone smoking at the exterior of the property. However, smoking at the exterior of the property is not, in my view, problematic considering there is no risk of property damage due to smell.

Further, the Landlord elected to speak with a lawyer to advise herself of her rights and obligations. That is a personal choice, one for which she must bear the sole cost.

I dismiss the Landlord's claim for a lawyer consult fee, without leave to reapply.

Move-Out Condition Inspection

The Landlord says that move-out condition inspection took two-and-a-half hours, which she says is excessive. The Landlord argued it took longer than expected because of several cleanliness issues found in the rental unit, which the Tenants then addressed and was subject to re-inspection.

The Landlord claims $334.00 for her time spent during the move-out condition inspection.

As noted above, the Landlord has an obligation under s. 35 of the *Act* to conduct the move-out condition inspection. I find that there is no merit to her claim that the move-out

inspection took too long. It took as long as it needed to and is ultimately the Landlord's obligation to undertake under s. 35(1) of the *Act* with the Tenants.

I find that the Landlord has failed to establish any underlying breach of the *Act*, Regulations, or tenancy agreement with respect to the move-out condition inspection. I dismiss her claim for her personal time to complete the move-out inspection, without leave to reapply.

Carpet Cleaning

The Landlord, relying on clause 5 of the tenancy agreement, says that the Tenants were required to clean the carpets in the rental unit and provide her a receipt proving that they did so.

Clause 5 of the tenancy agreement addendum states the following:

> 5. Will have the carpets professionally cleaned when vacating the premises. A copy of the receipt will be given to the landlord or the landlord will have them professionally cleaned, etc. and the cost will come out of the damage deposit. Tenants are responsible for replacing all burned out fuses and light bulbs at their own expense and shall leave all such replacements when the premises are vacated.

The Landlord says that she obtained a quote for cleaning the carpets in the amount of $420.53, though has not undertaken the work to date.

J.M. testified that the carpets were cleaned by the carpet cleaner of choice provided to her by the Landlord. She says this was done on the morning of October 1, 2025 and that the carpets were still wet when the move-out condition inspection was undertaken.

The Landlord confirmed that she understands after speaking with her son that the carpets were wet but could not be certain that this was not from a spray bottle. She emphasized that the Tenants have failed, to date, to provide her with a receipt for the carpet cleaning.

I emphasize that the move-out condition inspection report fails to note any cleanliness issues with the carpets. Relying on this, I find that the Landlord has failed to establish that the Tenants failed to return the rental unit carpets in a reasonable clean state contrary to s. 37(2) of the *Act*.

I further find that the Landlord is losing sight of the obligation formed by clause 5 of the tenancy agreement addendum, which is not that the Tenants provide her with a receipt of the carpet cleaning, but that the carpets in fact be cleaned in keeping with their obligation under s. 37(2) of the *Act*.

The fact is that no cleanliness issues in the carpets are noted in the move-out condition inspection report. This when considered with the admitted fact that the carpets were wet during the move-out inspection supports that the Tenants did, in fact, clean the carpets on the morning of October 1, 2025 as testified to by J.M. at the hearing.

I find that the Landlord has failed to demonstrate a breach of the *Act*, Regulations, or tenancy agreement regarding her claim for carpet cleaning. I dismiss this claim, without leave to reapply.

Personal Hours Cleaning the Rental Unit

The Landlord explained that her son completed the move-out condition inspection while she was out of the country and that she returned to the rental unit on October 24, 2025 to find the rental unit had not been sufficiently cleaned.

The Landlord alleges that the deck and baseboards were not sufficiently cleaned, and that she spent 4 hours cleaning the rental unit upon her return to Canada. The Landlord claims $433.88 to clean the rental unit.

Again, I point to the move-out condition inspection report. The report notes no cleanliness issues throughout the rental unit at the time of the move-out condition inspection. The Landlord cannot reasonably expect to claim compensation from the Tenants after she conducted a personal inspection, without them, weeks after the move-out condition inspection was completed in which no issues were noted at that time.

Relying on the move-in condition inspection report, I find that the Landlord has failed to establish that the Tenants breached s. 37(2) of the *Act* by leaving the rental unit in an unreasonably clean state. I dismiss the Landlord's claim for cleaning the rental unit herself, without leave to reapply.

Tire Disposal

The Landlord seeks $54.24 for her time to dispose of tires left at the exterior property by the Tenants.

T.C. confirms that he failed to take the tires in question with him when the tenancy ended and is agreeable to retrieving the tires if given the opportunity to do so.

I accept that the Tenants failed to take the tires at the exterior of the property, which I find to be contrary to s. 37(2) of the *Act*. I accept they were likely of little to no value otherwise T.C. would likely have taken them with him when the tenancy ended. Though I appreciate T.C. offered to go retrieve them, the fact is that the tenancy ended months ago and the Landlord will have to dispose of them, such that the only means in which may ensure that occur is by granting the Landlord compensation for her time to do so.

I accept that the Landlord has suffered no actual loss to dispose of the tires, though find she is entitled to the $54.24 that she is seeking, treating this as nominal damages to dispose of the tires due to the Tenants' breach of s. 37(2) of the *Act*. As a result, I find that mitigation is not a relevant consideration as part of this claim.

Accordingly, I grant the Landlord $54.24 in nominal damages to dispose of the tires left behind at the rental unit.

Late Fee

The Landlord says that the Tenants failed to pay rent in full when it was due on September 1, 2025. As a result, she is claiming a $25.00 late fee imposed by clause 3 of the tenancy agreement addendum.

The Tenants confirm that half of the rent owed to the Landlord was paid late in September 2025.

I find that the Landlord has established that the Tenants failed to pay rent in full when due under their tenancy agreement on September 1, 2025. I accept that clause 3 of the tenancy agreement addendum imposes a late fee as permitted by s. 7(1)(d) of the Regulations. Accordingly, I grant the Landlord her $25.00 late fee.

Lost Rental Income

The Landlord described increasing levels of conflict between the Tenants near to the end of the tenancy. She says that from June 1, 2025 onwards, the Tenants were given mixed signals on their intention to end the tenancy.

The Landlord confirms that J.M. gave her notice to end tenancy on August 31, 2025, with an effective date of September 30, 2025. As a result of correspondence she was receiving over the relevant period, she was concerned that T.C. would not move out of the rental unit when the tenancy ended.

The Landlord says that she decided not to advertise the rental unit until after the tenancy ended and the rental unit cleaned. She says that she did post an advertisement but that it had not been re-rented. Rather, the Landlord says that her son, who was living in the basement in the residential property, decided to move in the upper portion with the basement to be rented out.

The Landlord says she is seeking 2 months of lost rental income as a result.

The tenancy agreement shows that the Tenants had a fixed-term tenancy ending on January 31, 2025. After this date, the tenancy reverted to a monthly periodic tenancy.

Under s. 45(1) of the *Act*, a tenant may end a tenancy by giving their landlord at least a month's a written notice to end tenancy with an effective date set for the day before rent

is due under the tenancy agreement. As per Policy Guideline 13, which provides guidance with respect to co-tenancies, one tenant can end the tenancy for all other co-tenants when serving a notice to end tenancy on their landlord.

I find that J.M. ended the tenancy when she gave notice to the Landlord on August 31, 2025, setting an effective date for September 30, 2025. This is admitted by the Landlord. I find that the tenancy ended in accordance with s. 45(1) of the *Act*.

The Landlord says she was concerned that T.C. would not move out. Even if I accept this belief was well founded, the Landlord is only entitled to a month's notice under the *Act* since this a month-to-month tenancy, which she received. The Tenants have no further obligations, including for lost rental income, after their tenancy ended on September 30, 2025.

Finally, the Landlord admits she failed to advertise the rental unit, thus failing to mitigate her loss as required under s. 7 of the *Act*. The Landlord took no real steps to seek a tenant for October 1, 2025 until well after the tenancy ended and, even then, it was half-hearted since her son moved into the upper portion and it was decided to rent the basement suite instead. The claim for 2 months lost rental income is entirely without merit.

I dismiss the Landlord's claim for lost rental income, without leave to reapply.

3) *Is the Landlord entitled to retain the Tenants' deposits or are the Tenants entitled to its return?*

Section 38(1) of the *Act* sets out that a landlord must within 15-days of the tenancy ending or receiving the tenant's forwarding address in writing, whichever is later, either repay a tenant their deposits or make a claim against the deposits with the Residential Tenancy Branch. A landlord may not claim against the deposit if the application is made outside of the 15-day window established by s. 38 or their right to do so has been extinguished by ss. 24 or 36.

Under s. 38(6) of the *Act*, should a landlord fail to return the deposits or fail to file a claim within the 15-day window, or that their right to claim against the deposits has been extinguished, then they must return double the deposits to the tenant.

The Landlord admits that the Tenants provided their forwarding address on October 1, 2025, doing so again on October 4, 2025. This is confirmed by the move-out condition inspection report, which notes the forwarding address being given at the time of the move-out condition inspection. Relying on this, I find the Landlord received the Tenants' forwarding address on October 1, 2025, receiving it in person by her agent in accordance with s. 88(b) of the *Act*.

Review of the information on the Landlord's application shows she filed her application to claim against the security deposit on January 8, 2026, well after the 15-day period imposed by s. 38(1) of the *Act*.

The Landlord argued that she knew the deck repair would likely exhaust the Tenants' deposits, such that she sought agreement from them to keep their deposit. The Landlord's evidence contains an email she sent the Tenants on October 12, 2025 in which she provided them with a written notice where, if signed, the Tenants agreed that the Landlord could keep the deposits. In the October 12, 2025 email, the Landlord states the following:

> As I haven't heard back from you I am forwarding a document for your signatures. Please return back within 48 hours. In case you do not return it the lack of reply will suffice as implied consent to retain both deposits.

The Landlord argued that since the Tenants did not respond, there was implied consent to retain the deposits.

The Tenants confirm that they never provided consent, written or otherwise, for the Landlord to keep their deposits. Review of the information on their application shows it was filed on October 24, 2025.

Under s. 38(4) of the *Act*, a landlord may retain an amount from a tenant's security deposit or pet damage deposit if at the end of the tenancy their tenant agrees in writing that the landlord may do so or the landlord has obtained an order from the Director.

I have little difficulty findings that the Landlord has retained the security deposit and pet damage deposit contrary to s. 38(4) of the *Act*. There is no written consent. There is no order from the Director.

The Landlord argued there was implied consent. I disagree. The Landlord put forward a document, set her own timeline for the Tenants to respond, and failing which the deposits would default to her. I find this to be heavy handed of the Landlord and done without any regard to her obligations under s. 38 of the *Act*.

At no point did the Tenants say they agreed for the Landlord to keep the deposits at all, even informally. Rather, the Tenants filed seeking the double return of their security deposit and pet damage deposit.

I find that the Landlord failed to deal with the security deposit and pet damage deposit within 15 days of receipt of the forwarding address on October 1, 2025 and retained both deposits unlawfully. As a result, I find that s. 38(6) of the *Act* has been triggered such that the Tenants are entitled to the double return of the deposits.

The Tenants are also entitled to interest on the security deposit and pet damage deposit under s. 38(1)(c) of the *Act*. In this case, interest owed is $86.91. I have determined this amount by use of the Residential Tenancy Branch's deposit interest calculator.

Interest is applied on the pet damage deposit and security deposit for the entire period they have been held by the Landlord. In the case of the security deposit, this was from its receipt on January 4, 2024 when the tenancy agreement was signed, as noted in the tenancy agreement until released to the Tenants by order in this decision ($59.36). For the pet damage deposit, this was from its receipt by the Landlord on February 1, 2024 as noted in the tenancy agreement until the date of this decision when it was ordered returned to the Tenants ($27.55).

Double return of the security deposit and pet damage deposit, with interest owed, totals $4,936.91 ((($1,625.00 + $800.00) x 2) + $86.91).

Offsetting the amounts granted to the Landlord, which total $106.32 ($27.08 + $54.24 + $25.00), the Tenants are entitled to the balance of $4,830.59 ($4,936.91 - $106.32).

4) Is either side entitled to the return of their filing fee?

I find that the Tenants were successful and are entitled to their filing fee. I order under s. 72(1) of the *Act* that the Landlord pay the Tenants' $100.00 filing fee.

I find that the Landlord was largely unsuccessful and is not entitled to her filing fee. I dismiss her claim under s. 72(1) of the *Act*, without leave to reapply.

Conclusion

I grant the Landlord $106.32 on her monetary claims, with the balance sought be her being dismissed, without leave to reapply.

I find that the Tenants are entitled to the double return of their security deposit, pet damage deposit, and interest owed on the deposits, totalling $4,936.91.

I grant the Tenants their $100.00 filing fee, which shall be paid by the Landlord.

In total, I order under ss. 67 and 72 of the *Act* that the Landlord pay **$4,930.59** to the Tenants ($4,936.91 + $100.00 - $106.32).

The Tenants must serve the monetary 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 23, 2026

Residential Tenancy Branch