



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

DECISION

Dispute Codes MNDL-S, LRSD, FFL, MNSD, FFT

Introduction

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

The Tenant applied for:

- a Monetary Order for the return of all or a portion of their security deposit under sections 38 and 67 of the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

The Landlord applied for:

- a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act
- authorization to retain all or a portion of the Tenant's security deposit in partial satisfaction of the Monetary Order requested under section 38 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

Tenants K.K. attended the hearing for the Tenant.

Landlord F.B. attended the hearing for the Landlord.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

I find that the Landlord was served by registered mail in accordance with section 89 of the Act.

I find that the Tenant was served by registered mail in accordance with section 89 of the Act.

Service of Evidence

Based on the submissions before me, I find that the Tenant's evidence was served to the Landlord in accordance with section 88 of the Act.

Based on the submissions before me, I find that the Landlord's evidence was served to the Tenant in accordance with 89 of the Act.

Issues to be Decided

Is the Landlord entitled to a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act?

Is the Landlord entitled to 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?

Is the Landlord entitled to authorization to recover the filing fee for this application from the Tenant under section 72 of the Act?

Is the Tenant entitled to a Monetary Order for the return of all or a portion of their security deposit under sections 38 and 67 of the Act?

Is the Tenant entitled to authorization to recover the filing fee for this application from the Landlord under section 72 of the Act?

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.

Evidence was provided showing that this tenancy began on December 1, 2023, with a monthly rent of \$1,900.00.00, due on the first day of the month, with a security deposit in the amount of \$950.00. The tenancy ended on September 29, 2025.

The Landlord testified that the Tenant did not return the key for the lock and therefore the Landlord had to replace it as the lock is a keyless entry mechanism with a key backup in the event a battery failure and therefore, he had to purchase a replacement at

a cost of \$350.00. He further testified that he had to repair and repaint some walls in the unit damaged by the Tenant and therefore he is seeking \$180.00 for the paint supplies required and \$1,150.00 for the labour costs incurred to complete the work. He testified that the unit was last painted in February or March of 2023. Copies of pictures of the purported damage and an invoice for labour services were submitted as evidence.

The Landlord testified that move-in and move-out walk through inspections were conducted with the Tenant however reports were not completed. He further testified that the Tenant did not provide him with a forwarding address and that he only received the Tenant's forwarding address when he was served with the Tenant's Notice of Dispute Resolution Proceeding package.

The Tenant confirmed that his children made some marks on some walls and that a missing door stopper allowed the door to bang on the wall on occasion but argued that the marks could have been cleaned off and the damage cited by the Landlord could have been easily repaired. He argued that the door lock is coded and does not require a key.

The Tenant confirmed that move-in and move-out inspection reports were not completed but disputed the Landlord's testimony that he did not provide a forwarding address. He testified that he sent the Landlord his forwarding address by courier on October 8, 2025. Copies of the courier invoice and payment receipts as well as an RTB-41 Proof of Service Tenant Forwarding Address for the Return of Security and/or Pet Damage Deposit were submitted as evidence.

The Tenant testified that he verbally told the Landlord during the move-out walk through that he could keep a reasonable amount of the security deposit due to the kids marks on the walls but feels the Landlord is seeking to keep more than what is fair.

Analysis

Is the Landlord entitled to 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?

To be awarded compensation for a breach of the Act, the Landlord must prove:

- the tenant has failed to comply with the Act, regulation or tenancy agreement
- loss or damage has resulted from this failure to comply
- the amount of or value of the damage or loss
- the landlord acted reasonably to minimize that damage or loss

I find, based on the evidence submitted, the testimony of the parties and on a balance of probabilities, that the Landlord has failed to prove that the Tenant or the Tenant's family caused the damage claimed as the Landlord did not complete a move-in inspection report indicating the condition of the walls at the out set of the tenancy and therefore I am unable to determine if the damage was pre-existing or new.

I further find that even if the Landlord had completed a move-in inspection report, the damage claimed constitutes normal wear and tear over a two year tenancy.

Therefore, the Landlord's claim for monetary compensation under section 67 of the Act, is dismissed without leave to reapply.

Is the Landlord entitled to retain all or a portion of the Tenant's security deposit in partial satisfaction of the monetary award requested? If not, is the Tenant entitled to the return 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 forwarding address was provided on October 8, 2025, or November 21, 2025, and the Landlord made their application on December 19, 2025, I find that the Landlord did not make their application within 15 days of the tenancy ending/the forwarding address being provided.

I further find, that by failing to conduct a move-in inspection as required under section 23 of the Act, the Landlord's right to claim against the security deposit for damage was extinguished under section 24(2) of the Act and therefore the Landlord was required to repay the Tenant his security deposit in accordance with section 38(1) of the Act.

Section 38(6) of the Act states:

(6) If a landlord does not comply with subsection (1), the landlord

(a) may not make a claim against the security deposit or any pet damage deposit, and

(b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable.

I find, therefore, under section 38(6) of the Act, that the Tenant is entitled to the return of double their security deposit in the amount of \$1,936.61, including interest on the original \$950.00 security deposit.

Is the Landlord entitled to recover the filing fee for this application from the Tenant? If not, is the Tenant entitled to recover the filing fee for their application from the Landlord?

As the Tenant was successful in his application, I find that the Tenant is entitled to recover the \$100.00 filing fee paid for this application under section 72 of the Act.

As the Landlord was unsuccessful in his application, the Landlord's request to recover the \$100.00 filing fee from the Tenant is dismissed without leave to reapply.

Conclusion

I grant the Tenant a Monetary Order in the amount of **\$2,036.61** under the following terms:

Monetary Issue	Granted Amount
a Monetary Order for the return of double the Tenant's security deposit under section 38(6) of the Act	\$1,936.61
authorization to recover the filing fee for this application from the Landlord under section 72 of the Act	\$100.00
Total Amount	\$2,036.61

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) if equal to or less than \$35,000.00. Monetary Orders that are more than \$35,000.00 must be filed and enforced in the Supreme 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 *Residential Tenancy Act*.

Dated: February 25, 2026

Residential Tenancy Branch