

DECISION

Introduction

This hearing dealt with cross applications including:

The Landlord's November 15, 2025, Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) 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

The Tenant's January 31, 2026, Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

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

The Landlord was represented by their Property Manager at the February 23, 2026, hearing. The Tenant attended as well.

Parties had the opportunity to provide sworn testimony and refer to evidence.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

The parties agreed that they served Notice of their respective claims by email as described.

Service of Evidence

The parties agreed that they served copies of their documentary evidence to each other by email as described.

Preliminary Matters

The Property Management firm changed during this tenancy. The Property Manager stated that he was responsible for this rental unit when it was first constructed, but then firms changed for a few years before he became Agent for the Property again from March 2025.

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?
 - entitled to retain a portion of the security deposit as compensation against loss?
 - entitled to recover the filing fee for this application from the Tenant?

- 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
 - 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.

The residential property, constructed in 2021, is a 2-bedroom, 2-bathroom condo unit.

Evidence was provided showing that this tenancy began on May 1, 2023, with a monthly rent of \$3,200, due on the first day of the month, with a security deposit in the amount of \$1,600.00.

This tenancy ended November 4, 2025. Monthly rent had been increased to \$3,411.00 by this time.

The parties agreed that the Tenant served Notice of their forwarding address by email on November 10, 2025, and that no portion of the deposit has been returned to the Tenant.

The parties agreed that:

- They participated in a move-in and a move out condition inspection.
- That the Landlord produced an RTB-27 Condition inspection report document for the Tenant to sign on both occasions.
- The Tenants refused to sign the move-out condition inspection report.

The Landlord produced a 12 Page custom move-out condition inspection report that contained photos on move-out from throughout the rental unit. They also produced a 20-page quotation document to justify the \$800.09 claim for damages that included dozens of photos with red markups to show various small scratches and dings from throughout the rental unit to summarize the extent of work needed to restore the rental unit after the tenancy ended.

This included a list of items that needed cleaning as provided on page 20 of the report:

The Scope of Clean Work:

1. Balcony Facade Glass
2. Balcony External Glass & Rail
3. Stain on The Roller Blinds
4. Whole Range-hood & Filter
5. Oven (Internal / External)
6. Kitchen Sink
7. Cabinets Internal
8. Remove Stubborn Stains of Marble Wall
9. Two Bath Rooms Water Marks on the Glass Partition



The Landlord confirmed that all necessary repair work is done.

The Landlord is also claiming \$50.00 for a strata fine during the tenancy.

The Tenant disagreed with the Landlord's claim for compensation and argued that the Landlord is attempting to claim costs for betterment. The Tenant referred to emails with the Landlord and stated that the Tenant had offered that the Landlord could keep \$100.00 from the security deposit for cleaning but denied responsibility for cleaning things such as balcony external glass.

The Tenant stated that they felt the move-out condition inspection was hostile and alleged that the Property Manager who conducted the move-out told them to leave and that discussions about withholding from the security deposits would occur by email. The Landlord's Agent who attended the hearing before me was not the Property Manager who completed the move-out condition inspection.

The Agent argued that they are entitled to compensation for damages because the rental unit was in good condition when the tenancy started – the Tenant disagreed and argued that the move-in condition inspection report provides no information of the condition of the rental unit on move-in since all that is shown in a long line through the column where values such as “good”, “fair”, “poor” etc are normally provided.

The Tenant argued that marks documented on the walls, windowsills, doors etc throughout the rental unit represent regular wear and tear only. Regarding the small round indentation documented on the wood floor during this tenancy, the Tenant stated

that they were not sure how this occurred and that they had been willing to discuss partial compensation with the Landlord.

The Landlord stated that they had no information on whether the rental unit has been painted between 2021 and November 2025 when this tenancy ended. The Tenant stated that they accepted the Strata fine.

Analysis

RTB Rule of Procedure 6.6 requires that applicants establish their claims on the balance of probabilities to be successful.

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?

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

More information on this 4-Part test for loss is provided in RTB Policy Guideline 16.

Based on the evidence before me, the testimony of the parties, and on a balance of probabilities, I find that the Landlord has failed to establish the majority of their claim for compensation because:

- The move-in condition inspection report provides no descriptive value of the condition of the rental unit when this tenancy started.
- The wall related damage identified on the dozens of photos from the Landlord represents regular wear and tear after a 2-year tenancy – tenants are not responsible for the costs of regular wear and tear under section 32(4) of the Act.
 - I recognize a tear drop shaped mark in the hardwood floor as damage under the Act and provide nominal damages of \$100.00 in compensation towards this award that is quoted as costing \$120.00 because no verifiable documentation was provided to confirm the condition of this flooring when the tenancy started.
 - I decline to award compensation for wall painting or patching because the walls appear to be white and I find that the various small scratches and dings captured in the Landlord's documentation represent regular wear and tear only between 2021(unit constructed) and November 2025 when this tenancy ended.
- Tenants are required to leave a rental unit reasonably clean under section 37 of the Act – the Landlord provided photos to confirm that the Tenant failed to clean the oven.

- They also specified a \$150.00 charge for cleaning on their 20-page quotation document.
- I award nominal damages of \$50.00 for cleaning the oven because I find based on my review of the Landlord's photos, that the rental unit was otherwise left reasonably clean by the Tenant
 - I make this finding based on review of the photos provided by the Landlord.
- I award the requested \$50.00 for the Strata fine because the Tenant accepted responsibility for the Strata fine.

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

I find the Landlord is 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, in the amount of \$200.00.

$$\$100 + \$50 + \$50 = \$200.00$$

Who is entitled to retain or recover the security deposit?

According to the online security deposit interest calculator, the Tenant's security deposit has earned \$85.14 in interest since it was collected on March 10, 2023.

The parties agreed that the Tenant served their Notice of Forwarding address by email on November 10, 2025. The Landlord satisfied 38(1) of the Act by applying to the RTB to retain a portion of the Tenant's deposit on November 15, 2025, for a tenancy that ended on November 4, 2025.

The Tenant attempted applied for an Order for double the value of the deposit under 38.1 of the Act, arguing that the Landlord extinguished their right to retain any portion of the deposit for damages by failing to complete a move-in condition inspection as required by the Act and Regulations.

However, I dismissed this argument because the parties both provided copies of a Move-In Condition Inspection Report completed on an RTB-27 Template inspection document that was signed by the Tenant as "agreeing to the condition" of the rental unit at the start of the tenancy.

I therefore find under section 72(2) of the Act, that the Landlord is entitled to retain \$200.00 from the current value of the deposit as compensation for their successful monetary claim.

I likewise find the Tenant is entitled under 67 and 72(1) of the Act to a Monetary Order in the amount of \$1,485.14 as the return of the remaining value of the deposit plus

interest accumulated through to the day of the hearing as required by section 4 of the Regulations.

Is either party entitled to recover the filing fee for their applications?

The Tenant was successful in their application. They are entitled to recover the \$100.00 filing fee paid for this application under section 72 of the Act.

The Landlord was not substantially successful in their application. Their request to recover the \$100.00 filing fee paid for this application under section 72 of the Act is dismissed without leave to reapply.

Conclusion

I grant the Tenant a Monetary Order in the amount of \$1,585.14 under the following terms:

Monetary Issue	Granted Amount
a Monetary Order for Damages to the Landlord under section 67 of the Act	\$200.00
authorization for Landlord 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	-\$200.00
A Monetary Order for the Return of the Security Deposit to the Tenant	\$1,485.14
authorization to recover the filing fee for this application from the Tenant under section 72 of the Act	\$100.00
Total Amount	\$1,585.14

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.

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