



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Municipal Affairs

DECISION

Dispute Codes Tenant: MNSD FF
Landlord: MNR MND MNSD FF

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties. Both parties applied for multiple remedies under the *Residential Tenancy Act* (the Act).

Both sides were present at the hearing.

The Tenants confirmed receipt of the Landlord's Notice of Dispute Resolution Proceeding and evidence package, which I find was sufficiently served.

The Tenants stated they served their Notice of Dispute Resolution Proceeding and evidence by leaving it in the Landlord's mailbox on January 25, 2026. Proof of service was provided. Pursuant to section 90 of the Act, I find Landlord is deemed served with the Notice of Dispute Resolution Proceeding and evidence on January 28, 2026, 3 days after it was left at the front door in the mailbox.

All parties provided affirmed testimony and were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence submitted in accordance with the rules of procedure, and evidence that is relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Tenant

- Is the Tenant entitled to the return of the security deposit held by the Landlord or for compensation for harassment?

Landlord

- Is the Landlord entitled to a monetary order for unpaid rent or utilities?
- Is the Landlord entitled to compensation for money owed or damage or loss under the Act?
- Is the Landlord entitled to keep the security deposit to offset the amounts owed by the Tenant?

Background and Evidence

Both parties provided a substantial amount of conflicting testimony during the hearing. However, in my decision set out below, I will only address the facts and evidence which underpin my findings and will only summarize and speak to points which are essential in order to determine the issues identified above. Not all documentary evidence and testimony will be summarized and addressed in full, unless it is pertinent to my findings.

Both parties also agree that monthly rent was set at \$3,193.00, due on the 1st, and that the Landlord still holds a security deposit in the amount of \$1,550.00. The Tenants provided their forwarding address sometime in January 2026, well after the Landlord had already filed this application against the deposits.

The parties did a move-in inspection, and a copy of this report was provided into evidence. It was signed by both parties. However, the parties never met together to do a move-out inspection. The move-out inspection report was completed by the Landlord after the fact, and it was not signed by either party. Although some emails were exchanged at the end of the tenancy about the move-out and condition of the unit, the Landlord did not provide the Tenants with a Notice of Final Opportunity for Inspection. The Landlord provided a few undated photos of alleged damage, and they did not articulate when these photos were taken, nor are they labelled or time stamped.

Tenant's Application

The Tenants are seeking the return of their security deposit because they do not feel any of the Landlord's claims are reasonable. The Tenants assert the Landlord harassed them and was unreasonable at the end of the tenancy.

Landlord's Application

The Landlord is seeking the following:

Table1 Damaged items

	Damaged items	Consumable prices (include tax)	Repair labor costs
1	Ten light bulbs	\$12.31	\$30.00
2	Four spotlights	\$34.94	
3	Easyeye Table lamp transformer burned out	\$135.94	
4	Bathroom washbasin stopper		\$30.00
5	Bathroom sink loose	\$10.00	\$30.00
6	One chair for the dining table		\$30.00
7	The frame of one of the beds is broken.	\$10.00	\$30.00
8	The range hood has not been cleaned.		\$30.00
9	The oven has not been cleaned.		\$30.00
10	There is a notch in the microwave oven tray	\$40.20	
11	Bathroom carpet mold	\$36.37	
12	Next Step toilet seat	\$80.60	
13	1.8-meter louvered window	\$162.39	\$60.00
14	Kitchen faucet	\$85.02	\$30.00
15	Hygiene poor and many cockroaches		\$500.00
16	Walls dirty and have marks of cockroach eggs.		\$500.00
	First item: Subtotal:	\$607.77	\$1,300.00
Note: The labor costs for repairs are estimated at the minimum amount.			
1	The countertop, doors, and frames of the bathroom drawers were scorched by cigarette butts.	[REDACTED] has authorized [REDACTED] to perform the repair, and the total cost of \$300 has been agreed to be deducted from the deposit.	
2	Kitchen bone crusher damaged		
3	bathtub drain stopper		
4	The door locks automatically	[REDACTED] has authorized [REDACTED] to perform repairs, with costs to be covered by [REDACTED].	
	Second item Subtotal:	\$300.00	
	Total: \$607.77+\$1300+\$300	\$2,207.77	

In addition to the above noted damaged items, the Landlord is seeking \$1,033.58 for unpaid rent and utilities as follows:

Table 3: Outstanding Rent

	Date	Days	Unit price	Price
1	Nov 28, 2022- Nov 30, 2022	3	\$103.33	\$310.00
2	Nov 30, 2025- Dec 1,2025	1	\$106.43	\$106.43
	Total:			\$416.43

Table 2: Other Outstanding Fees

1. The amount to be paid for water and electricity bills received before November 30th.

User	Water	Electric Charge	Gas	Subtotal
Statement of bill	Pay every 3 months	Pay every 2 months	Pay every month	
Isuru/Prashan	July - Sep	Sep 23-Nov 21	Oct 22-Nov 21	\$250.61+\$88.55+\$73=\$412.15
	\$501.21/2=\$250.61	\$177.09/2=\$88.55	\$146/2=\$73	

2. The amount to be paid if no utility bill has been received after November 30th

User	Water	Electric Charge	Gas	Subtotal
Statement of bill	Pay every 3 months	Pay every 2 months	Pay every month	
Isuru/Prashan	Oct 01- Nov 30	Nov 21-Nov 30	Nov 21-Nov 30	\$165+\$15+\$25=\$205
	\$165	\$15	\$25	
Total: \$412.15+\$205				\$617.15

The landlord explained that the Tenants damaged many items, and shown in their individual documents for each item on the worksheet. The Landlord provided a word

documents for each item in the list of damages, complete with photos, and details of the damage. The Landlord briefly went over the items in the hearing, but pointed to their written evidence to support the items claimed. The Tenants refute doing any of the damage, and do not agree they are responsible for any of the items claimed, except the Tenants acknowledge that they owe the utility bills in the amount of \$617.15.

The Tenants stated that they didn't move in until December 1, 2022, so they do not feel they should owe rent for November 28-30, 2022, as noted in the spreadsheet provided by the Landlord (above). The Tenants acknowledge that they didn't move out until the morning of December 1, 2025.

Analysis

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided in sections 7 and 67 of the *Act*. Accordingly, an applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and,
4. That the party making the application did whatever was reasonable to minimize the damage or loss.

Each application will be addressed separately. For each application, the burden of proof is on the person who made that application to prove the existence of the damage/loss and that it stemmed directly from a violation of the *Act*, regulation, or tenancy agreement on the part of the other party. The Applicant must also provide evidence that can verify the value of the loss or damage. Finally it must be proven that the applicant did everything possible to minimize the damage or losses that were incurred.

Tenant's Application

I note they are also seeking the return of their deposit.

Section 38(1) of the *Act* requires a landlord to repay the security deposit or make an application for dispute resolution within 15 days after receipt of a tenant's forwarding address in writing or the end of the tenancy, whichever is later. When a landlord fails to do one of these two things, section 38(6) of the *Act* confirms the tenant is entitled to the return of double the security deposit. In this case, the Landlord filed this application on

December 15, 2025, which is within the allowable time frame, and furthermore, the Tenants didn't even given their forwarding address in writing until January sometime. I find the Tenants are not entitled to double the deposits. The deposit is still held by the Landlord and will be addressed further below.

I have considered the Tenant's application and evidence, but I do not find there is sufficient evidence of "harassment". The Landlord is entitled to file an application against the deposit. I accept that there was some tension at the end of the tenancy, and that the parties did not agree, and detailed in the emails provided into evidence, but I am not satisfied this constituted harassment such that the Tenants would be entitled to compensation. The Landlord is entitled to retain the deposit, while they wait for their hearing, and holding the money is acceptable in this instance.

Landlord's Application

In this case, I accept that there was a move-in inspection, and there was a condition inspection report (CIR) which was signed by both parties. However, I am not satisfied the Landlord fulfilled their obligations with respect to the move-out inspection and the move-out CIR.

Although the Landlord and the Tenant had some dialogue via email at the end of the tenancy, I do not find the Landlord sufficiently offered the Tenant with a formal second opportunity, on the approved form, prior to completing the inspection in the Tenant's absence.

I note section 36(2) of the Act as follows:

Consequences for tenant and landlord if report requirements not met

36 (2)Unless the tenant has abandoned the rental unit, the right of the landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property is extinguished if the landlord (a)does not comply with section 35 (2) [2 opportunities for inspection].

Further, section 17 of the regulations states:

Two opportunities for inspection

17 (1) *A landlord must offer to a tenant a first opportunity to schedule the condition inspection by proposing one or more dates and times.*

(2) *If the tenant is not available at a time offered under subsection (1),*

(a) the tenant may propose an alternative time to the landlord, who must consider this time prior to acting under paragraph (b), and

(b) the landlord must propose a second opportunity, different from the opportunity described in subsection (1), to the tenant by providing the tenant with a notice in the approved form.

I note the approved form for the final opportunity for inspection is: *RTB-22 - Notice of Final Opportunity to Schedule a Condition Inspection*. This form was not used, and I find the Tenants were not properly given a final opportunity for inspection. As such, I find the Landlord improperly conducted the move-out inspection and they improperly completed the move-out CIR in the Tenant's absence. As a result, I find the move-out CIR is not reliable and will not be considered. I note the Landlord is extinguished from applying against the deposits for damage, but extinguishment only applies to damage claims, and this claim is also for unpaid rent so extinguishment is not relevant.

Regardless, the move-out CIR is afforded no weight. I note the Landlord has provided a few photos of alleged damages to the rental unit and items within it. However, I note these photos are undated, and the Landlord didn't explain when they were taken. The Tenants deny doing any of the damages, and feel the Landlord is being dishonest. Without a more fulsome explanation, I cannot determine when the photos were taken, and consequently I find there is insufficient evidence that this damage occurred during the tenancy and not after the Tenants vacated, by others.

The move-out CIR is an important document, as it represents a time stamped account of the condition of the rental unit at the end of the tenancy that both parties sign off on. It is expected that the Landlord follow the Act and the Regulations for the inspection itself and the report. The Landlord failed in this regard. This, combined with the lack of clarity as to when the photos were taken leave me unconvinced that the Tenants were responsible for the alleged damages. I dismiss the Landlord's claim for the damaged items (all 17 items on the worksheet). The Landlord has not met the burden of proof on this part of their claim.

Next, with respect to the utilities, I find the Tenants owe this amount, \$617.15, as they acknowledge being responsible for this item. I award it in full.

With respect to the unpaid rent, I note the Landlord pointed out that the Tenants signed the tenancy agreement on November 27, 2022, and that they moved in on November 28. However, the Tenants deny this and stated they didn't move in until December 1, so they shouldn't be liable for rent for the last couple of days of November 2022. I have considered both sides here, but I do not find that simply signing a tenancy agreement on a certain date means that rent is due for those dates. The tenancy agreement term was not set to start until December 1, 2022, and the Landlord failed to sufficiently demonstrate that the Tenants actually moved in early, since they deny it. The Landlord hasn't met the burden on them for this item. Further, I find no evidence that the Landlord took issue with this alleged unpaid rent when it occurred in 2022, which suggests that either the Tenants didn't move in early, or they were allowed to move in early, and the Landlord wasn't expecting rent for these days. It is not reasonable to fail to raise this issue 3 years ago, then ask for 3 days of rent at the end of the tenancy. The Landlord ought to have raised this issue years ago, if it were a real issue. I dismiss this part of the claim.

With respect to the unpaid rent for December 1, 2025, I find the Tenants are liable for this extra day, since they stayed one day into the next month. They should have vacated on the 30th, but they didn't, and I find they owe \$106.43 for this day.

In summary, I award the Landlord \$723.58, for the items noted above. I decline to award either party with the filing fee recovery, since both parties were partly successful.

I note the Landlord holds the deposit of \$1,550.00. The Landlord owes interest on the deposit, as per the calculator on the RTB website. The total, including interest is \$1,638.36. I allow the Landlord to deduct the amount owed from the deposit, but they must return the balance to the Tenants in the amount of \$914.78.

Conclusion

The Tenant is granted a monetary order pursuant to Section 67 in the amount of \$914.78. This order must be served on the Landlord. If the Landlord fails to comply with this order the Tenant may file the order in the Provincial Court (Small Claims) and be enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: February 25, 2026

Residential Tenancy Branch