



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This hearing was convened by way of conference call in response to the landlords application for a Monetary Order for unpaid rent; a Monetary Order for damage to the unit, site or property; for an Order permitting the landlord to keep all or part of the tenants security and pet deposit; and to recover the filing fee from the tenants for the cost of this application.

One of the tenants and the landlords attended the conference call hearing, gave sworn testimony and were given the opportunity to cross examine each other on their evidence. The landlords provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing and the landlords were permitted to provide additional evidence after the hearing had concluded. All evidence and testimony of the parties has been reviewed and are considered in this decision.

Issue(s) to be Decided

- Are the landlords entitled to a monetary order for damage to the unit site or property?
- Are the landlords entitled to a monetary order to recover unpaid rent?
- Are the landlords entitled to keep the tenants security and pet deposits?

Background and Evidence

The parties agree that this tenancy started on March 05, 2011. This was a fixed term tenancy for 18 months and was due to expire on August 31, 2012. The tenancy ended on July 21, 2012 after the landlord served the tenants with a 10 day notice to end tenancy for unpaid rent. Rent for this unit was \$1,300.00 a month due on the first of each month. The tenants paid a security deposit of \$650.00 and a pet deposit of \$650.00 on January 23, 2011.

The landlords testify that the tenants owe outstanding rent of \$3,600.00 for May, June and July, 2012. The landlords seek to recover these sums from the tenants. The landlords also seek to recover a loss of rent for August and September 2012 of \$2,600.00. The landlords testify that the unit could not be re-rented for these months due to damages left in the unit by the tenants. The landlords testify that they started advertising the unit for rent on September 18, 2012 after some of the work was completed. The unit has still not been re-rented to date.

The landlords testify that the tenants caused considerable damage to the rental unit which was not rectified at the end of the tenancy. The tenants also left garbage in the rental unit and they failed to clean the rental unit, including the carpets, at the end of the tenancy.

The landlords testifies that there was damage left in the basement of the rental unit after three floods had occurred that the tenants had not informed the landlords of until the final inspection took place at the end of the tenancy. At that time the female tenant told the landlord there had been three floods in the basement caused by their children who had been playing with a hose which was running into the basement. The landlord testifies this water caused damage under the laminate flooring creating damp and mould which also went up into the drywall. The landlords testify that there was also dog feces and urine on the floor. The landlords testify that they had to seal the floor with epoxy coating and epoxy colored paint as they were unable to replace the flooring at this time. The landlord seeks to recover the sum of \$300.00 for the three coats of epoxy coating and \$250 for the labour to

do this work. The landlords have provided receipts or a quote for the epoxy coating and paint for \$324.48.

The landlords testify that the washroom and laundry room flooring was linoleum. This flooring was left torn and the landlords had to replace it with vinyl tiles. The landlords seek to recover the sum of \$400.00 for this work. The landlords have provided receipts or quotes for this showing vinyl plank at a cost of \$298.80. The landlords testify that the stairs needed repainting due to scratches from the tenants' dog and dried on dog feces. The landlords testify that they sanded and repainted the stairs and the landlords seek to recover the sum of \$200 for this work.

The landlords testify that the tenants left the toilet in the basement washroom cracked. The landlords testify that this toilet was approximately 5 years old and the landlord seeks to recover the sum of \$200.00 to replace the toilet. The landlords testify that the toilet has not yet been replaced. The landlords have provided a quote to replace his toilet for \$172.29.

The landlords testify that the tenants left the exterior basement door in a poor condition after the tenants' dog had left deep grooves in it from scratching the door. The landlords testify that the door was sanded and re-stained and they seek to recover the sum of \$150.00 for this work.

The landlords testify that the tenants damaged the range. The glass on the range top had a large hole in it. The landlords managed to obtain a second-hand top from the Internet to the sum of \$450.00. The landlords testify that the range was approximately 5 years old. The landlords testify that the tenants had taken the dishwasher apart and failed to put it back together at the end of the tenancy. The landlords testify that when they bought the range top they also managed to buy a second-hand dishwasher to the sum of \$200.00. The landlords testify that the dishwasher was approximately 5 years old. The landlords have not provided receipts for these items as they were obtained second-hand from the Internet.

The landlords testify that the carpet on the main floor was left extremely smelly. The smell of urine was so strong that even though the tenants and the landlords and both cleaned the

carpets the urine smell still came through. The landlords have provided pictures showing the underneath of the carpets which depict staining. The landlords testify that they have not had the money to replace these carpets and they seek to recover the sum of \$1, 200.00. The landlord testifies that the carpets were approximately 8 years old. The landlords also seek to recover carpet installation fee of \$600.00. The landlords have not provided a quote for this work.

The landlords testify that three venetian blinds in the unit were left torn and have to be replaced. The landlord seeks to recover the sum of \$200.00 for these replacement lines and have provided quotes from Sears for this work to the sum of \$294.97. The landlords testify that blinds were approximately 8 years old.

The landlords testify that they had to wash the walls in the rental unit to make it presentable. The tenants left nicks and marks on the walls which could be damages caused from moving. The landlord states this was normal wear and tear. The landlords testify that the house was last mudded and painted in February 2011. The landlord seeks to recover the sum of \$400.00 for this work.

The landlords testify that the toilet on the main floor was left cracked in the center of the bottom base. The landlords testify that due to this crack the toilet leaked onto the tiled floor. The landlords testify that the tenant did not inform the landlords of this crack and it wasn't until they conducted the walk-through inspection when they detected the smell of urine. The landlord testifies that they replaced this toilets with a like for like toilet and seek recover the sum of \$400.00 for this work. The landlord has not provided a receipt or quote for a toilet to the sum of \$400.00 in evidence.

The landlords testify that they found the vanity in the bathroom had a leak in one of the sinks. The tenants had put a bucket underneath this leak but the leak had already caused the wood to swell. The landlords testify that the tenants did not inform the landlords that the sink was leaking as it would have been a simple fix. The landlords testify that the vanity has swollen so badly that one of the drawers will not close and the bottom of the vanity has been ruined. The vanity was four years old and the landlords seek to recover the sum of

\$500.00 to replace it. The landlords testify that this work has not yet been completed however the landlords have provided a quote for the cost of \$479.00 for a new vanity.

The landlord testifies that they will also need to replace the tile work around any new vanity to modify the flooring tiles when a new cabinet is put in. The landlords estimate that this work will cost \$300.00 and have not provided a quote for this work.

The landlords testify that the stair carpet was left in an extremely filthy condition. The landlords testify that they did try to clean the carpets but the stains remained. The landlord testifies that the carpet would have to be replaced and each piece would have to be cut out separately. The landlords testify that this carpet was four years old and they seek to recover the sum of \$1,000.00 to replace the carpets and \$800.00 for installation of the new carpet. The landlords also seek to recover the sum of \$100.00 for the transition trim for the living room carpets. The landlords have provided a quote to replace the stair carpet at \$281.25 and a quote for the labor for this work of \$825.00.

The landlord testifies that the tenants left the foyer tiles with cracks. The landlord testifies that a the 50 percent of the tiles were cracked and although two or three tiles were cracked at the start of the tenancy the remaining tiles were cracked during the tenancy. The landlord testifies that this work has not yet been completed and the landlord seeks to recover the sum of \$1,800.00 for this work. The landlord testifies that these tiles were approximately 4 years old. The landlord has provided an estimate for these tiles of \$286.56 with the labor for this area of \$1,800.00.

The landlord testifies that one of the kitchen doors had been torn off its hinges. The landlord testifies that the door had to be replaced and a new hinge purchased. The landlord seeks to recover the labor costs for this work which took one of their workmen two hours.

The landlord seeks to recover the sum of \$200.00 from the tenants.

The landlords testify that three door knobs had to be replaced. One door knob was broken off and two others were left loose and could not be tightened. The landlord seeks to recover the sum of \$50.00 for this work the landlord has not provided a receipt for the replacement door knob.

The landlord testifies that the master bedroom door was left badly scratched by the tenant's dog. The landlord seeks to recover the sum of \$100.00 to repair this door. The landlords testify that they also had to mud and paint the walls in the master bedroom due to normal wear and tear. The trim also had to be repainted and the trim in one other bedroom had to be replaced due to damage from the tenants dog. The landlord seeks to recover the sum of \$400.00 for this work. The landlord has provided receipts for painting materials to the sum of \$198.50.

The landlord testifies that they found 11 jets missing from the hot tub. They state that they found some jets on the deck and in the yard but they had been broken off and could not be refitted. The landlords testify that that they have not yet done this work but have provided information from the Pool and Hot Tub Depot or which shows that three replacement jets could be purchased for \$89.94 and eight other jets could be purchased for \$191.04.

The landlord testifies that the tenants left 14 bags off garbage on the wooden deck. The landlord testifies that these bags of garbage were left rotting which caused damage to the wood on the deck. The landlords testify that they will need to sand and stain the deck and they seek to recover the sum of \$600.00 for this work. The landlords testify that the tenants did not clean up the yard. Garbage bags were left lying around, the children's play area was left in disrepair, the swinging child's draw bridge was damaged, the tenants' homemade greenhouse had to be removed and dog feces, cigarette butts and old broken toys also had to be removed. The landlords testify that they spent 20 hours doing this work and they seek to recover the sum of \$50.00 an hour to the total sum of \$1,000.00.

The landlords testify that the tenant failed to leave the rental unit in a clean condition at the end of the tenancy. The landlords testify they had to wash the walls, the floors and the carpets several times and the windows have been left dirty from the dog. The landlords testify that they even found feces stuffed down a drain in the basement. The landlords testify that this work took them 100 hours to complete at \$50.00 an hour and the landlords seek to recover the sum of \$5,000.00 from the tenants. The landlords also seek to recover the sum of \$200.00 for garbage removal and the fees for their dumpster.

The landlords have provided one other quote to the sum of \$1,230.82 however the landlords have not shown what this quote is for.

The tenant does not dispute that they owe rent for May June and July 2012 of \$3,600.00. The tenant does however disagree that there was so much damage to the rental unit that the landlord could not re-rent the rental unit for August of September 2012 and the tenant therefore disputes the landlords claim for \$2600.00 for these months.

The tenant disputes the landlords claim for damages. The tenant testifies that they only had two floods in the basement and not three as stated by the landlords. The tenant testifies that the landlords' daughter was playing with the tenants children with a hose pipe and approximately 1 inch of water got into the basement. The tenant testifies that they dried this water out themselves. The tenant testifies that a second flood occurred from the dishwasher which had blown a line. The tenant testifies that he told the landlord about the dishwasher and the tenants dried the basement out themselves and fixed the dishwasher.

The tenant disputes the landlords claim for new flooring in the washroom and laundry room. The tenant testifies that the flooring was torn by a neighbor's dog after the landlord had asked the tenants to look after the dog so she could have puppies safely.

The landlord disputes this and states that the female tenant and female landlord agreed together that the female tenant would look after the dog so she could have her puppies safely. The landlord testifies that the tenant therefore took on the responsibility for this dog.

The tenant testifies that the stairs were scratched but no more than normal wear and tear of people using these stairs for a year and a half. The tenant disputes that there was any dog feces on the stairs.

The tenant testifies that they never used the downstairs washroom and if this toilet was broken it must have been broken before they moved in. The tenant testifies that the toilet never flushed properly and that's the reason they never used it. The landlord argues that

when they removed the toilet to repair the flooring they found Lego and rocks in it. The tenant testifies that the crack was external and must have been done by the tenants or the tenants' children.

The tenant agrees with the landlords claim that the tenant's dog scratched the basement door. The tenant also agrees that his wife dropped a pot on the stove top which caused that damage. The tenant agrees that they had to regularly take the dishwasher apart as it would continually block. The landlords knew that the tenant had to do this as the dishwasher was not working correctly. The tenant testifies it was just two pieces that needed to be put back together and would not warrant having to replace the dishwasher as these with the pieces that you would remove to clean the drain of the dishwasher. The tenant testifies that his wife took it apart many times and this only took five minutes to clean it.

The landlord testifies that she did have a discussion with the female tenant on one occasion about the dishwasher drain. The landlord testifies that the female tenant told her when she does not rinse the plates the dishwasher drain needed to be cleaned. The landlord testifies that the dishwasher was in pieces they didn't have time to put it back together as they would have had to of called a repair man.

The tenant disputes the landlords claim that the living room carpet was left with dog urine stains. The tenant testifies that the used this room daily, they vacuumed it weekly and washed it three to four times during the tenancy. The tenant testifies that he would agree that there might been urine stains on the bedroom carpet as the tenant's son was a bed wetter.

The landlords argue why did the tenants have to clean the carpets three to four times in a year if he did not have urine stains upon its.

The tenant agrees that the blinds were damaged and does not dispute this section of the landlords claim. The tenant also agrees that there was normal wear and tear damage to the walls. The tenant testifies that he was not aware that the toilet on the main floor was

cracked and he was not aware that there was a leak in the vanity cabinet. The tenant testifies if there was a leak he would have tightened this himself. The tenants therefore disputes the landlords claim to replace any tile work in this area.

The landlord argues that when they did the inspection the male tenant was outside and the female tenant told the landlord that she kept the bucket under the sink and emptied it periodically. The landlords testify that the damage to the vanity could have been done if the bucket overflowed before it was emptied or before the bucket was put under the sink after the sink first started to leak.

The tenant testifies that the stair carpet had not been cleaned at the start of the tenancy and the tenant agrees that the tenants did not clean the stair carpet at the end of the tenancy.

The landlord argues that although the carpets were not shampooed at the start of the tenancy they were clean. The female tenant asked the landlord if she could borrow the landlords' carpet cleaner to clean the stairs after they had moved in as they would be wearing shoes when they moved furniture into the unit.

The tenant also disputes the landlords claim to replace the transition trim. The tenant testifies that when they moved into the rental unit some of the foyer tiles were already cracked. The landlord did not include this on the inspection report so they brought this to the landlord's attention. The tenant testifies that many of the tiles had hairline cracks in them as they had been laid on top of a wooden floor which moved. This movement caused more severe cracking to the tiles throughout the tenancy.

The tenant does not dispute that the kitchen cabinet door had been pulled off its hinges but the tenant does dispute that it took the landlord two hours to put this door back on. The tenant disputes the landlords claim for replacement door knobs. The tenant testifies that two of the door knobs were loose when they moved in and the other door knob pulled out the day that they moved in. The tenant does not dispute the landlords claim for damage to the master bedroom door. The tenant also agrees that there was normal wear and tear on the walls and the trim.

The tenant testifies that all these jets were missing on the hot tub when they moved in. They found some of these jets in the snow. The tenant testifies that they did work on the hot tub and fixed the drain lines and spent many hours getting the hot tub working. The tenant testifies that the same jets were missing when they moved out. The tenant testifies that these were just the trim covers of the jets.

The landlord testifies that the hot tub was not part of the house rental the landlord testifies that they told the tenants they would have to be responsible for the hot tub if they wanted to use it. The landlord disputes that some of these jets were missing at the start of the tenancy. The landlord agrees that there were maybe one or two jets missing at that time.

The tenant agrees that there were garbage bags left on the deck. The tenant testifies that he told the landlord he would be back to the unit the following Monday to remove all of the garbage. The tenant testifies that when he returned on the Monday he found that the landlord had moved the tenant's truck that had been left at the property and filled the truck full of the garbage. The tenant testifies that the decks were very old and they had to replace some of the deck boards on the back deck during the tenancy. The tenant disputes that he now has to pay to finish a very old deck.

The tenant disputes the landlords claim for cleaning the rental units. The tenant testifies that he'd made arrangements with the landlords to come back to the unit to do the cleaning the following Monday however when they returned to the unit the landlords were half way through the cleaning.

The landlord argues that the tenants did say that they would return to the rental unit to collect the garbage and a truck that had been left a rental unit. When the tenant returned to the unit the tenant did not have any cleaning equipment with him. The landlord testifies that no arrangements had been made for the tenants to come back to do any cleaning.

The landlords seek an order to keep the tenants security deposit and pet deposit to the sum of \$1,300.00. The tenant agrees that the landlords may keep the security deposit and pet deposit. The landlords also seek to recover their \$100.00 filing fee paid for this application.

Analysis

I have carefully considered all the evidence before me, including the sworn testimony of both parties. The tenant does not dispute the landlords claim for unpaid rent for May, June and July of **\$3,600.00** consequently I find the landlord is entitled to recover this sum from the tenants.

With regard to the landlords claim for damages to the unit, site or property: I have applied a test used for damage or loss claims to determine if the claimant has met the burden of proof in this matter:

- Proof that the damage or loss exists;
- Proof that this damage or loss happened solely because of the actions or neglect of the respondent in violation of the Act or agreement;
- Verification of the actual amount required to compensate for the claimed loss or to rectify the damage;
- Proof that the claimant followed S. 7(2) of the Act by taking steps to mitigate or minimize the loss or damage.

In this instance the burden of proof is on the claimant to prove the existence of the damage or loss and that it stemmed directly from a violation of the agreement or contravention of the Act on the part of the respondent. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. Finally it must be proven that the claimant did everything possible to address the situation and to mitigate the damage or losses that were incurred.

I have considered the inspection reports the photographic evidence and the verbal testimony. The tenant does not dispute that there was flood in the basement but has

testified that they dealt with the water themselves. The tenant also argues that the landlords' daughter was with their sons when one of these flooding incidents took place and the other incident occurred when the landlords' dishwasher caused flooding. However the fact remains that the tenants did not inform the landlords of the water damage so the landlords could have assessed the situation and taken remedial action if required. Consequently, I am satisfied with the landlords claim to recover the costs of **\$324.48** for epoxy and **\$250.00** for labour costs to rectify the damage caused by flooding.

The tenant does not dispute that their dog caused damage to the basement door, or the damage to the stove top, the blinds and the master bedroom door. Consequently I am satisfied that the landlords are entitled to recover the sum of **\$150.00** to repair the door, **\$450.00** for the replacement stove top, and **100.00** to replace the master bedroom door. As the landlord stated the blinds were eight years old and the normal life of blinds is 10 years I have adjusted the landlord claim for blinds to take account of depreciation and allow the landlords claim up to 20 percent to a sum of **\$40.00**.

With regard to the landlords claim for \$298.80 to replace flooring in the washroom and laundry; the tenant argues that they should not be held responsible as the female landlord and female tenant had both agreed for the female tenant to look after a neighbors dog while it gave birth and it was this dog that damaged the flooring. f the tenant has agreed to care for a dog then the tenants are responsible to ensure the dog does not cause any damage in the rental unit. Consequently, I am satisfied with the landlords claim for replacement flooring in this area. As the landlord did not state how old the damaged flooring was I have limited the landlords claim to 50 percent to the sum of **\$149.40** to take account of any depreciation.

With regard to the landlords claim for sanding and repainting the stairs; I have considered this claim and find that damage to the painted wooden stairs in a family home would be regarded as normal wear and tear. The landlords have insufficient evidence to show there was also dried on dog feces on these stairs. This section of the landlords claim is therefore dismissed without leave to reapply.

With regard to the landlords claim for a new toilet in the basement; I am satisfied with the evidence before me that this toilet became cracked during the tenancy. However as the toilet has five years old and has a useful life of 15 years I have limited the landlords claim to **\$114.86** to take account of depreciation.

With regard to the landlords claim for the replacement dishwasher; the landlords have provided insufficient evidence to show that the tenants damaged the dishwasher in a manner that required the dishwasher to be replaced. Consequently I dismiss this section of the landlords claim without leave to reapply.

With regard to the landlords claim for replacement carpet in the living room; the landlords have provided some photographic evidence to show some staining on the reverse of the carpets however the landlords have provided no invoices or quotes for the replacement costs or installation costs. Consequently, it is my decision that the landlords have not met the burden of proof under the above test concerning the actual cost for replacement of the carpet and this section of their claim is dismissed without leave to reapply.

With regard to the landlords claim for repainting in the unit; the landlords agree during the hearing that the marks on the walls are caused through normal wear and tear. Section 32(4) of the Act states: A tenant is not required to make repairs for reasonable wear and tear. Consequently, this section of the landlords claim is dismissed without leave to reapply.

With regard to the landlords claim for a replacement toilet in the main floor washroom; I am satisfied with the evidence presented that this toilet was damaged during the tenancy. However, as the landlords agree that this toilet was five years old and the normal life of a toilet is 15 years I have limited the landlords claim to **\$266.00** to take account of depreciation.

With regard to the landlords claim for a replacement vanity unit; I am satisfied that this unit was damaged during the tenancy. The tenant argues that he was not aware the sink leaked however the landlord has testified that the female tenant was aware of this leak and failed to inform the landlord so a repair could have been made to ensure no further damage

occurred to the unit. Consequently, I find as this unit was four years old and the normal life of a vanity is considered to be 25 years I have deducted 15 percent from the landlords claim for depreciation and find the landlords are entitled to recover the sum of **\$407.15**.

With regard to the landlords claim for replacement tiles; the landlord have provided no evidence to show that the tiles will need to be replaced at this time as the new vanity could be the same dimensions as the old one. Consequently, this section of the landlords claim is dismissed without leave to reapply.

With regard to the landlords claim for replacement stair carpet and labour; I am satisfied that the stair carpet was left in a filthy condition which could not be cleaned to a satisfactory standard. Therefore I find the landlords are entitled to recover the costs quoted for a new stair carpet. However as the carpet was four years old and has a life span of 10 years I have limited the landlords' claim to **\$1,080.00** to take account of depreciation.

With regard to the landlords claim for replacement foyer tiles; As the landlord agrees that some of these tiles were cracked at the start of the tenancy and have provided no evidence to show that the other tiles have been cracked due to the actions or neglect of the tenants I find this portion of the landlords claim is dismissed without leave to reapply.

With regard to the landlords claim to replace the kitchen cupboard door; I find the sum of \$200.00 to replace a kitchen cupboard door by the landlords worker to be extravagant. I therefore limit the landlords claim to the sum of **\$50.00**.

With regard to the landlords claim for three door knobs; I find the landlord has provided no evidence to meet the test for damage claims as set out above and consequently this section of the claim is dismissed without leave to reapply.

With regard to the landlords claim for replacement jets for the hot tub; the landlord, have provided a quote for replacement jets but no other evidence to show that the tenants are responsible for the damage or loss to these jets as the tenant contradicts the landlords

testimony that these jets were in place at the start of the tenancy. Consequently, this section of the landlords claim is dismissed without leave to reapply.

With regard to the landlords claim for sanding and finishing the deck; the landlord agrees that this deck was 20 years old. The tenant has testified that the deck was in poor condition. I therefore find the landlords claim to sand and re-stain the deck to be unsuccessful as a landlord is not entitled to charge a tenant to improve the property. This section is dismissed without leave to reapply.

With regard to the landlords claim for \$1,000.00 to clean up the yard; the landlords have shown that some work was required in the yard however the landlords have not provided sufficient evidence to proof that the yard was left in such a poor condition that it took the landlords 20 hours to clean up. I therefore limit the landlords claim to **\$200.00**.

With regard to the landlords claim for \$5,000.00 to clean the unit; I am satisfied that the tenants did not leave the rental unit in a reasonably clean condition however I am not satisfied that this would have taken the landlord 100 hours to clean the unit to a reasonable standard. Consequently, I limit the landlords claim to **\$500.00**.

With regard to the landlords claim for fees associated with dumping garbage in the landlords dumpster; the landlord seeks to recover five loads at \$40.00 per load. However the landlord has not shown how much garbage there was that required five loads or that some of this was not the landlords' garbage from their business or home. The tenant has testified that the landlords dumped the garbage bags left on the deck in the tenants' truck. Therefore due to insufficient evidence I dismiss this section of the landlords claim without leave to reapply.

With regard to the landlords claim for a loss of income for two months due to the damage and cleaning in the rental unit; I am satisfied that there was some work to be rectified as detailed above . However, I am not satisfied that this work was sufficient that it required two months to rectify. Consequently, I find the landlords did not mitigate their loss by advertising the unit sooner and I limit their claim to one month's loss of income to the sum of **\$1,300.00**.

I find the landlords are entitled to keep the tenants security deposit of **\$650.00** and the tenants' pet deposit of **\$650.00** pursuant to s. 38(4)(b) of the *Act*. This sum will be offset against the damages.

I further find the landlords are entitled to recover their **\$100.00** filing fee from the tenants pursuant to s. 72(1) of the *Act*. A Monetary Order has been issued to the landlords for the following sum pursuant to s. 67 of the *Act*:

| | |
|-----------------------------------|---------------|
| Unpaid rent | \$3,600.00 |
| Loss of income | \$1,300.00 |
| Damages and cleaning | \$4081.98 |
| Subtotal | \$8,981.98 |
| Plus filing fee | \$100.00 |
| Less security and pet deposit | (-\$1,300.00) |
| Total amount due to the landlords | \$7,781.89 |

Conclusion

I HEREBY FIND in partial favor of the landlords' monetary claim. A copy of the landlords' decision will be accompanied by a Monetary Order for \$7,781.89. The order must be served on the respondents and is enforceable through the Provincial Court 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: October 18, 2012.

Residential Tenancy Branch

