



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

For the tenants – MNSD, MNDC, FF, O

For the landlord – MND, MNSD, MNDC, FF, O

Introduction

This hearing was convened by way of conference call in response to both parties' applications for Dispute Resolution. The tenants applied for a Monetary Order for the return of double the security deposit; for a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement; other issues; and to recover the filing fee from the landlords for the cost of this application. The landlords applied for 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 deposit; for a Monetary Order for money owed or compensation for damage or loss under the *Act*, regulations or tenancy agreement; other issues and to recover the filing fee from the tenants for the cost of this application.

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

Issue(s) to be Decided

- Are the tenants entitled to a Monetary Order for the return of double the security deposit?
- Are the tenants entitled to a Monetary Order for money owed or compensation for damage or loss?
- Are the landlords entitled to a Monetary Order for damage to the unit, site or property?
- Are the landlords entitled to a Monetary Order for money owed or compensation for damage or loss?
- Are the landlords permitted to keep the security deposit?

Background and Evidence

The parties agree that this month to month tenancy started on November 01, 2011. Rent for this unit was \$1,600.00 per month and was due on the first day of each month in advance. The tenants paid a security deposit of \$800.00 on October 06, 2011.

The tenants' application

The tenants testify that the landlords served the tenants with a Two Month Notice to End Tenancy on May 31, 2013. This Notice indicated that the landlords or a close family member wanted to occupy the rental unit. The Notice had an effective date of July 31, 2013. The tenants testify that they moved from the rental unit on that date and provided a forwarding address for the landlords to return the security deposit.

The tenants testify that the landlord wanted to sell the house and had originally put it on the market in May, 2013. The landlords later removed the house for sale and gave the tenants the Two Month Notice; however, viewings took place on the house during the two months. After the tenants moved from the unit the landlords put the house back on

the market. The landlords did not use the house for its intended purpose and therefore the tenants seek to recover compensation equivalent to two months' rent.

The tenants seek to recover an amount of \$400.00 that the tenants had paid to the landlord at the start of the tenancy. The tenants testify that the landlords had allowed the tenants to move their belongings into the house on October 23, 2011. However, the tenants did not move in until October 31, 2011. The landlords charged the tenants this \$400.00 as a prorated rent but had not mentioned it prior to allowing the tenants to move their belongings into the unit. The tenants testify that they paid this amount as they did not want to cause any friction with the landlords.

The tenants seek to recover \$300.00 for damaged art work belonging to the tenants. The tenants testify that there was a leak in the kitchen which came through into the basement. The two pieces of art work were laying on a table and water dripped onto them, causing damage. The tenants have estimated the costs of the art work at \$300.00. The tenants agree that they do not have renter's insurance to cover their belongings.

The tenants seek to recover \$400.00 from the landlords for not having the use of the garage for the first six months of their tenancy. The tenants testify that the garage was included in the rent. However, at the start of the tenancy the landlords used it for storage and had indicated to the tenants that their belongings would all be removed by the end of December, 2011. The landlords did not remove their belongings until the end of May, 2012 so the tenants could not put their car in the garage until then. The tenants testify that as the landlords were advertising the items the landlords had stored in the garage the tenants also had to suffer with people coming to buy items from the landlord.

The tenants seek to recover double the security deposit as the landlords did not complete a move in condition inspection report at the start of the tenancy. The landlords should therefore have returned the tenants' security deposit within 15 days of the end of the tenancy and failed to do so. The tenants seek a monetary order for \$1,600.00.

The tenants have withdrawn the reminder of their monetary claims.

The landlords dispute the tenants' claims. The landlords testify that they served the tenants with the Two Month Notice in good faith. The landlords agree they had been trying to sell the house but stated that they withdrew it for sale as their son and his girlfriend were going to live in the house while the landlord prepared it for sale. The landlords testify that the realtor had commented that the house was unclean when viewings were being conducted which put prospective purchasers off. Also the realtor stated that viewings were difficult to arrange with the tenants. The landlords testify that their son was due to move into the house on August 01, 2013. However, due to the condition the tenants left the house in their son could not move in until September 01, 2013. This gave the landlords a month to clean and repair the house. The landlords testify that their son did move into the house and lived there with his girlfriend for three months. The house was put back on the market for sale. Their son and his girlfriend decided to purchase their own house and so left the rental house. The house was sold in January and the sale completed in February, 2014.

The landlords testify that the tenants asked if they could move into the house early and the landlords accommodated this request. The landlords prorated the rent on a daily basis to \$400.00. The landlords testify that the tenants' documentary evidence prove that the tenants did move into the house before October 31, 2013 as the tenants have complained about the roof being done and the tenants not having any privacy due to the skylights. This roofing work started on October 27, 2011 and finished a few days later at the beginning of November. 2011. The tenants' rent was only prorated for seven days to \$400.00.

The landlords dispute the tenants' claim for damaged art work. The landlords testify that this leak did not occur through the landlords actions or neglect and the tenants should have had renters insurance to cover their belongings from any damage.

The landlords dispute the tenants' claim of \$400.00 for the garage. The landlords testify that the original advertisement for the unit did not indicate a garage was included in rent. The landlords used the garage for storage purposes. When the tenants agreed to rent the unit for \$1,600.00 the tenants wanted use of the garage. The landlord eventually agreed but stated they would have to get rid of their belongings before the tenants could use the garage. The landlords testify that the tenancy agreement only states 'garage when empty ASAP' there was no date agreed upon. However, as this was a double garage the landlords did make space for the tenants' car. This garage was a bonus to the tenants and was not considered part of the rent.

The tenants dispute the landlords' claims that they moved in on October 23, 2011 the tenants' state they did not move in until October 31 and the roof was not done until November. The tenants' dispute that the landlords' son moved into the unit and state the unit was staged to sell.

The tenants have provided a CD with photographic evidence showing the unit when the realtor took pictures for the sale of the home. The tenants state that these pictures show how clean and tidy the home was when viewings took place.

The landlords' application

The landlords testify that at the end of the tenancy the rental unit was left in a deplorable condition. The house was filthy, there were holes in the walls and the toilet seats were disgusting and broken. Two taps were broken, the bathroom tap was repaired and the kitchen tap was replaced; there was water damage under the sink; corners were damaged in doorways; there were scratches in the hardwood flooring; there were cigarette burns in the curtains; and the dining room curtains were left stained. There was mould growing on the window frames; there was a broken hinge in the dining room; the kitchen was left dirty particularly the stove top and dishwasher. The stainless steel stove top was also scratched; the microwave was burnt underneath and the light was out; the light in the fridge did not work; many light fixtures had burnt out bulbs; there was feces and toilet tissue found in a cupboard downstairs; a box of light

bulbs had been smashed; the carpets had not been cleaned and the landlords carpet cleaner who came to give a quote for the work stated that the carpets had not been vacuumed either. There were many black marks left on the basement carpet from what appeared to be gum which had to be cut out of the carpet. The tenants had attempted to do some patching on the walls; the yard was left with weeds choking the hedge growth; the central vac outlet was damaged and the appliance had not been emptied; and the house had to be rekeyed as the tenants only returned one of the two keys provided.

The landlords testify that they had some quotes to do the cleaning and carpets however elected to do the work themselves to save on Costs. Many replacement items were also bought in the sales to save money. The landlords seek to recover the following costs:

Two gallons of paint - \$72.59

Plumbing and moulding - \$15.88

Drapery panels - \$47.57

Bulbs, renovating kits, toilet seats, painting supplies, ceiling tiles - \$191.61

Plumbing supplies \$39.77 + \$7.10

Cleaning supplies and a faucet - \$140.01

Bulbs for fixtures and microwave - \$45.42

Outlet value - \$8.96

Paint - \$38.27

Rekey house - \$70.09

The landlords also seek to recover the costs for printing their photographic evidence of \$149.86.

The landlords testify that they obtained a quote for cleaning of \$1,284.00. The landlords completed this work themselves and spent 40 hours each cleaning the unit. The landlords seek to recover \$16.05 per hour for this work at a total amount of \$1,284.00. The landlords testify that they also obtained a quote for carpet cleaning of \$363.80. However, the landlords owned a carpet cleaner and did the work themselves. Therefore

the landlords seek to recover \$363.80. The landlords seek an amount of \$210.00 for repairing the worst scratches on the hardwood flooring.

The landlords testify that the stove would not light as the ignition wiring was damaged. The landlords cleaned the stove and then had to rewire some wiring for the ignition. The landlords did not have a quote when they filed this application but testify that they paid \$90.00 to an appliance repair man to look at the stove; \$80.00 for parts to repair the stove; and three hours for the landlords labour to make the repair of \$84.00. The landlord also had to use a product on the stainless steel stove top to remove the scratches.

The landlord RB testifies that he spent 27 hours making repairs around the house. The landlord seeks to recover \$28.00 per hour for this work to a total amount of \$756.00. The landlord CB testifies that she spent 20 hours doing repairs to the stove, drywall and some painting and seeks to recover \$20.00 per hour for her work to a total amount of \$400.00.

The landlords testify that as the rent included utilities the landlords gave the tenants the equivalent of one month's rent and utilities in compensation for the Two Month Notice. The landlords testify that therefore as the tenants used the utilities for that last month the landlords seek to recover the utilities from the tenants. The landlords seek Hydro of \$92.00; Fortis of \$97.00; and City utilities of \$108.00.

The landlords seek further amounts in compensation from the tenants for rent for August, 2013 as the landlords son was not able to move into the unit with his girlfriend as planned due to the condition the unit was left in. The landlords' son's girlfriend had to continue to pay rent at her rental unit for that month. The landlords therefore seek to recover \$1,600.00 from the tenants.

The landlords testify that the tenants did not remove all their belongings from the unit at the end of the tenancy. The landlords stored these items which consisted of a freezer, a

television and bed head, and an antique couch and chair for six months until the tenants collected them. The landlords seek to recover \$50.00 per month to a sum of \$300.00.

The landlords seek an Order to keep the security deposit in partial satisfaction of their claim.

The landlords have provided receipts and quotes in documentary evidence along with a large quantity of photographs.

The tenants dispute the landlords claim. The tenants testify that the house was not left in a deplorable condition. At the end of the tenancy the tenants thought they had until midnight to remove all their belongings and clean the house. The landlords arrived at 11.45 a.m. and became angry because the tenants had not finished. At 12.10 p.m. the male landlord arrived and started to change the locks. The tenant testifies that at this time he called the police. The tenants testify that they still had some items in the house and there was some cleaning to be completed but in the end the tenants just decided to leave as the landlords were making things difficult. The tenant JB gave the police officer his key.

The tenants testify that the photos taken by the landlords own realtor show that the tenants used their own curtains and not the landlords. The landlords' curtains were only put back on when the tenants left. The tenants dispute the landlords claim that they damaged the flooring. The tenants testify that they had area rugs down to prevent scratches to the flooring. The tenants testify that had the landlords allowed the tenants to continue cleaning, all areas of the unit would have been left clean. The tenant JB testifies that he is a professional carpet cleaner and the carpets had been cleaned by him at the end of the tenancy. The tenant refers to some of the landlords' photographic evidence and testifies that the garbage bags and a lot of the items shown in the photographs belonged to the landlords and not the tenants. The tenants agree that there were a few items belonging to the tenants left in the garage.

The tenants dispute the landlords' claim concerning the damage to the microwave. The tenants explain that this is a design fault in the location of the microwave over the stove and the vents vent hot air at the microwave when the oven is on. The tenants testify that this had been a problem for the tenants three times and it had been repaired once before the tenants moved in. The tenants testify that the stove was also faulty and the tenants had to light the burners with a lighter as the ignition did not work. This was a wiring issue and not the fault of the tenants.

The tenants dispute that they are responsible for any broken taps or toilet seats. The tenant JB disputes that he patched any of the walls and the hole in the entrance wall occurred when the door stopper did not work and the door handle went through a previous patch in the wall. The tenant disputes ever using the central vac system and states they used their own vacuum.

The tenant DB testifies that when they moved into the property the yard was in a terrible condition. The tenant testifies that she spent many hours doing yard work. The tenants refer to the landlords' realtors' photographs of the property which show the yard upkeep was done by the tenants and the yard was in a good condition.

The tenant JB testifies that the light bulbs were not burnt out; the tenants had just unscrewed them a bit as the fixtures were too bright.

The tenants dispute the landlords claim in its entirety.

Analysis

The tenants' application

When a landlord serves a tenant with a Two Month Notice to End Tenancy the landlord must indicate the reason for ending the tenancy. In this case the landlord has indicated on the Notice that the rental unit will be occupied by the landlord, the landlords spouse or a close family member of the landlord or the landlord's spouse. The landlord has

indicated that they served this Notice in good faith; however, the tenants dispute this and testify that the landlords' intention was always to sell the house. I have considered both arguments in this matter and find the tenants' argument more compelling. The landlords did attempt to sell the house prior to giving Notice to the tenants. I accept that the landlords' son did occupy the house for three months however then moved out and the house was sold. I am not satisfied therefore that the landlords did act in good faith when this Two Month Notice was served upon the tenants and I find the landlords intent was to sell the house as it was relisted after the tenants moved out.

I refer the parties to s. 51(2) of the *Act* which states that:

(2) In addition to the amount payable under subsection (1), if

(a) steps have not been taken to accomplish the stated purpose for ending the tenancy under section 49 within a reasonable period after the effective date of the notice, or

(b) the rental unit is not used for that stated purpose for at least 6 months beginning within a reasonable period after the effective date of the notice,

the landlord, or the purchaser, as applicable under section 49, must pay the tenant an amount that is the equivalent of double the monthly rent payable under the tenancy agreement.

Consequently I find the tenants have established a claim for the equivalent of two months' rent to an amount of **\$3,200.00** pursuant to s. 51(2)(b) of the *Act*.

With regard to the tenants claim for \$400.00 for prorated rent paid at the start of the tenancy. In this matter the tenants have the burden of proof to show that they moved into the unit on October 31, 2011. The landlords have contradicted the tenants' testimony and refer to the tenants' documentary evidence concerning the roof repair which started in October. When one person's evidence is contradicted by that of the

other than the person making the claim, in this matter the tenants, must provide corroborating evidence to meet the burden of proof. In this matter there is insufficient corroborating evidence to determine that the tenants actually moved in on October 31, 2011. However, the landlords' corroborating evidence does indicate that the tenants were living in the house towards the end of October when the roofing work started. I therefore dismiss this section of the tenants claim.

With regard to the tenants claim for damage to their art work; tenants' belongings are not covered under the landlords' building insurance. Tenants should have their own contents insurance to protect them against any loss of belongings. In this matter the tenants agree they did not have their own insurance. The tenants have not met the burden of proof that this loss of art work was as a result of the landlords' actions or neglect. Consequently, this section of the tenants claim is dismissed.

With regard to the tenants' claim for loss of the garage; the tenancy agreement indicates that the garage can be used by the tenants when it is empty ASAP. The tenancy agreement does not indicate a date when the landlord will empty the garage. I am not convinced that the tenants have suffered a loss as the landlords allowed the tenants' to share the garage and the garage was a bonus to the tenants as it was not originally included in the rent. Consequently, I find the tenants claim for \$400.00 must fail. This section of the tenants' claim is therefore dismissed.

With regard to the tenants' claim to recover double the security deposit; s. 38(1) of the *Act* says that a landlord has 15 days from the end of the tenancy agreement or from the date that the landlord receives the tenants forwarding address in writing to either return the security deposit to the tenant or to make a claim against it by applying for Dispute Resolution. If a landlord does not do either of these things and does not have the written consent of the tenant to keep all or part of the security deposit then pursuant to section 38(6)(b) of the *Act*, the landlord must pay double the amount of the security deposit to the tenant.

Based on the above and the evidence presented I find that the landlords did receive the tenants forwarding address in writing on July 31, 2013. As a result, the landlords had until August 15, 2013 to return the tenants' security deposit. I find the landlord did not return the security deposit. I also find the landlords have extinguished their right to file a claim against the deposit as the landlord failed to complete a move in condition inspection of the property with the tenants in accordance with s. 24(2) of the *Act*. When a landlord has not complied with s. 24(2) of the *Act*, s. 24(2)(c) of the *Act* states the landlord extinguishes their right to file a claim for damages. Consequently, I find that the tenants have established a claim for the return of double the security deposit of **\$1,600.00** pursuant to section 38(6)(b) of the *Act*.

The landlords' application

Regarding the landlords application for cleaning and damages to the 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.

The landlords did not do a move in condition inspection at the start of the tenancy. However, the landlords did take some photographs showing the condition of the unit when the tenants moved in. The *Act* provides for a move out time of 1.00 p.m. when a tenant vacates a rental unit. I have considered the landlords' photographic evidence showing some areas of the property that were left unclean. I am satisfied that had the tenants had another hour and a quarter to finish cleaning the unit and removing their belongings this would not have been sufficient time to clean all the areas shown in the landlords' photographic evidence. I therefore find the landlords are entitled to some compensation for cleaning. The landlords have provided a quote from a cleaning company of \$1,284.00 which includes tax of \$94.00. The landlords have testified that they did this work themselves and therefore seek to recover the same amount as quoted. I find however that as the landlords did the work themselves the amount of their claim seems extravagant and no tax would have been incurred. I therefore limit the landlords' claim to **\$1,000.00**.

With regard to the landlords' claim for carpet cleaning; I am satisfied from the evidence before me that the carpets did require cleaning at the end of the tenancy particularly the basement carpets with gum on them. The landlords testify that they obtained a quote for \$363.80 of which \$23.80 is tax. As the landlords did this work themselves then I find their claim must be limited to **\$340.00** as no tax would have been incurred.

With regard to the landlords' claim for painting and repairs to the walls; having reviewed the evidence before me I am not satisfied that the damage to the walls is anything beyond normal wear and tear for a tenancy of two years. A landlord is required to repaint a unit on a regular basis. At the hearing the landlord testified that a bedroom had been painted prior to the tenancy but no evidence has been provided regarding when the rest of the unit was last re-painted. Consequently, the landlords' claim for painting and supplies is dismissed.

With regard to plumbing issues; when there are plumbing issues in a rental unit then the responsibility falls to the landlords to make repairs unless the landlords can show that

the damage was caused by the tenants actions or neglect. The landlords have not met the burden of proof that the tenants are responsible through their actions or neglect for any problems with the plumbing or taps. Consequently these sections of the landlords' claim are dismissed.

With regard to the landlords' claim for new drapery panels; the tenants have testified that they did not use the landlords' drapes but rather hung their own drapes at the windows. As the landlord failed to do a move in condition inspection of the unit to show what condition their drapes were in at the start of the tenancy then I must find that the landlords have not met the burden of proof that the tenants are responsible for any burn marks or staining to the landlords' drapes. Consequently, this section of the landlords' claim is dismissed.

With regard to the landlords' claim for bulbs, and toilet seats; I have considered this section of the landlords claim and find the toilet seats were left in a filthy condition and were broken. I also find the light bulbs shown in the landlords photographs indicate that bulbs were burnt out and not just unscrewed. Consequently, I find in favour of the landlords' claim for these items to an amount of **\$84.80**.

With regard to the landlords' claim for cleaning supplies; as I have found the landlords' claim for cleaning to be partially successful then I must also find in favour of their claim for cleaning supplies to an amount of **\$32.79**.

Regarding the landlords' claim for a microwave bulb and bulbs for fixtures; I am satisfied that the tenants are responsible for replacement bulbs in all fixtures including the microwave. I therefore find in favour of the landlords' claim for **\$45.42**.

With regard to the landlords' claim for costs to rekey the house; I am satisfied that the tenant did return one key he had on him to the police officer. There was no mention of the tenant returning both keys. I therefore find in favour of the landlords' claim to recover costs to rekey the house of **\$70.09**.

With regard to the landlords' claim for an outlet valve for the central vac system; the landlords have provided insufficient evidence that this valve was damaged by the tenants during the tenancy. Consequently, this section of the landlords' claim is dismissed.

With regard to the landlords' claim for photograph processing; there is no provision under the *Act* for awards of this nature to be made. A landlord must bear the costs for any amounts paid for evidence for their hearing. This section of the landlords' claim is dismissed.

With regard to the landlords' claim for hardwood floor repairs; I am satisfied from the evidence before me that the hardwood flooring was scratched in some areas. Some scratches were minor and would be considered normal wear and tear while a few scratches were deeper. The landlords obtained a quote from a flooring store of \$210.00 including \$10.00 for tax to make these repairs. The landlord CB did this work herself and seeks to recover the same amount as quoted. I find however that this cost is extravagant when a landlord has made the repairs themselves. I therefore limit the landlords claim to **\$150.00**.

With regard to the landlords' claim for repairs to the stove; I have considered the evidence before me and find the landlords have the burden of proof to show that the stove was damaged through the actions or neglect of the tenants. I am not satisfied that the tenants actions in not fully cleaning the stove top would result in a wiring issue for the ignition for the burners. Furthermore the landlords have provided no invoices or receipts for this work. The landlords have insufficient evidence to meet the burden of proof in this matter and this section of the landlords' claim is dismissed.

With regard to the landlords' claim for their labour costs for making repairs, painting, repairing scratches on the stove top and drywall repairs. As I have found above that the landlords have not met the burden of proof that the tenants are responsible for damages

to the walls and trim beyond normal wear and tear or for other damage resulting in the landlords' labour costs for \$1,156.00. I must dismiss this section of the landlords' claim.

With regard to the landlords' claim for utilities; the compensation awarded when a Two Month Notice to End Tenancy is issued is an amount equivalent to One Month's rent. The rent for this unit included utilities however the landlords are not entitled to recover any amounts for utilities from this compensation paid to the tenants. This section of the landlords' claim is therefore dismissed.

With regard to the landlords' claim for one month's rent for August; I am not satisfied from the evidence before me that the landlords' son was prevented from moving into the unit during August through the tenants' actions or neglect. I find I prefer the tenants' evidence that the landlords wanted to do things to the unit to make it presentable and to stage it to sell. Consequently, this section of the landlords' claim is dismissed.

With regard to the landlords' claim for storage of the tenants' belongings; tenants are responsible for removing all of their belongings from a rental unit by 1.00 p.m. on move out day. As the tenants did not remove all their belongings the landlords are required to store these belongings for a minimum of 60 days and then the belongings can be disposed of in accordance to part five of the Rules of Procedure. Any storage costs incurred for 60 days or costs to dispose of the tenants' belongings may be recouped from the tenants. The landlords actually stored the tenants' belongings for six months at a minimum rate of \$50.00 per month. Had the landlords only stored the belongings for 60 days and then disposed of them, I am satisfied that the landlords would have incurred similar costs and the tenants would not have been able to recover their furniture. Consequently, I find the landlords claim for **\$300.00** to be reasonable and I therefore uphold this section of their claim.

With regard to the landlords' claim to keep the security deposit; as both parties have been partially successful with their claim and the tenants have been awarded double the security deposit then the landlords' claim to keep the security deposit is dismissed.

However, I find that sections 38(4), 62 and 72 of the Act when taken together give the director the ability to make an order offsetting damages from a security deposit where it is necessary to give effect to the rights and obligations of the parties. Consequently, I have offset the landlords' monetary award from that of the tenants.

As both parties have been partially successful with their claim I find both parties must bear the cost of filing their own applications.

The tenants will receive a Monetary Order pursuant to s. 38(6)(b) and s. 67 of the Act as follows:

Compensation equivalent to two months' rent for the tenants	\$3,200.00
Double the security deposit for the tenants	\$1,600.00
Subtotal for the tenants	\$4,800.00
Cleaning and damages for the landlords	\$1,723.10
Storage costs for the landlords	\$300.00
Subtotal for the landlords	\$2,023.10
Total amount due to the tenants	\$2,776.90

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Conclusion

I HEREBY FIND in partial favor of the landlords' monetary claim. The landlords have been awarded the amount of **\$2,023.10**. This amount has been deducted from the tenants' monetary award.

The reminder of the landlords claim is dismissed without leave to reapply.

I HEREBY FIND in partial favor of the tenants' monetary claim. A copy of the tenants' decision will be accompanied by a Monetary Order for **\$2,776.90**. The Order must be

served on the landlords. Should the landlords fail to comply with the Order, the Order may be enforced through the Provincial Court as an order of that Court.

The reminder of the tenants' application is dismissed without leave to reapply.

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 19, 2014

Residential Tenancy Branch

