Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, FF, MNDC

Introduction

This hearing dealt with applications from both the landlords and Tenant TS (the tenant) under the *Residential Tenancy Act* (the *Act*). The landlords applied for:

- an Order of Possession for unpaid rent pursuant to section 55;
- a monetary order for unpaid rent pursuant to section 67;
- authorization to retain all or a portion of the tenants' security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover their filing fee for this application from the tenants pursuant to section 72.

Tenant TS applied for:

- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to obtain a return of all or a portion of the security deposit for this tenancy pursuant to section 38; and
- authorization to recover the filing fee for this application from the landlords pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The tenant confirmed that the tenants received the landlords' 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) posted on their door by the landlord(s) on January 1, 2014. Landlord EAC (the landlord) testified that she sent the tenants copies of the dispute resolution hearing package by registered mail on or about January 27, 2014. She said that one of these packages, the one addressed to Tenant JK, was returned as unclaimed, while the others were delivered. The tenant testified that he and Tenant DLK received their copies of the landlords' hearing packages by registered mail on February 1 or 2, 2014. In accordance with sections 89 and 90 of the *Act*, I find that the tenants were deemed served with the landlords' dispute resolution hearing package on February 3, 2014, the fifth business day after their registered mailing.

The landlord testified that she sent copies of the landlords' written and photographic evidence package to the two tenants who attended this hearing. The landlord testified that she did not send copies of her written and photographic evidence to the tenant who was not at this hearing, as her previous dispute resolution hearing package was returned to her by Canada Post as unclaimed. She said that she has no forwarding address for the third tenant. The tenant said that the third tenant, JK, has moved to the north to seek work. He provided no forwarding address for Tenant JK. The tenant confirmed that both he and Tenant DLK had received and reviewed the landlords' written and photographic evidence. However, the tenant said that some of the landlords' photographs were of poor quality as they were photocopies of these photographs. I also noted that some of the landlords' photographs were photocopied and were difficult to view with any level of detail.

At the commencement of this hearing, the landlord confirmed that this tenancy ended on January 10, 2014, when the tenants surrendered possession of the rental unit to the landlords. For this reason, the landlords withdrew the application for an Order of Possession. The landlords' application for an Order of Possession is withdrawn.

Issues(s) to be Decided

Are the landlords entitled to a monetary award for unpaid rent? Is the tenant entitled to a monetary award for losses and damages arising out of this tenancy? Which of the parties are entitled to the tenants' security deposit? Are either of the parties entitled to recover their filing fees from one another?

Background and Evidence

While I have turned my mind to all the documentary evidence, including photographs, diagrams, miscellaneous letters and e-mails, receipts, invoices, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the claims and my findings around each are set out below.

The parties signed a one-year fixed term Residential Tenancy Agreement (the Agreement) for a three bedroom rental unit on October 1, 2013. Two of these bedrooms are situated on the main floor, and the third is in the lower level of this building. Monthly rent according to the Agreement was set at $2,000.00, payable in advance on the first of each month, plus utilities. The landlords continue to hold the tenants' $1,000.00 security deposit paid on October 1, 2013.

The parties agreed that the landlord and the tenant participated in a joint move-in condition inspection at the beginning of this tenancy. The parties entered into written evidence different copies of the joint move-in condition inspection report.

The copy of the signed joint move-in condition inspection report entered into written evidence by the tenant was dated the numerical equivalent of January 1, 2013. The parties agreed that the month and day were likely reversed in that document, which should have been dated October 1, 2013. This signed report revealed 19 separate notations (most of which included handwritten comments) in which scratches, dents, holes and other deficiencies such as a lack of fresh painting were noted. The tenant testified that this copy of the joint move-in condition report accurately reflected the condition of the rental unit when this tenancy began.

The landlords submitted an unsigned version of the joint move-in condition inspection report, which was on the same document as the landlord's move-out condition inspection. This document showed the joint move-in condition inspection date as September 30, 2013, and not October 1, 2013. In this document, there were 17 notations, but only one comment for the joint move-in condition inspection. The landlord's move-out condition inspection report was unsigned and undated. The landlord said that she reviewed the condition of the rental unit, filled out the numerous comments and deficiencies regarding the condition of the rental unit, met with the tenant, but was unable to obtain the tenant's signature for this move-out condition inspection report. The tenant said that the landlord had prepared much of the move-out condition inspection report before their inspection, and did not provide him with an opportunity to respond to her allegations regarding the condition of the rental unit at the end of this tenancy. He said that by this time communication between the landlord and the tenants had deteriorated considerably.

The tenant noted that neither of the landlord's reports were signed, while the copy of the joint move-in report he entered into written evidence was signed by both parties. The landlord explained that she brought two copies of the joint move-in condition inspection report with her to the move-in inspection, signed one, and gave it to the tenant. She said that she must have forgotten to have the tenant sign the copy she retained for her records. The landlord alleged that after obtaining her signature on the joint move-in condition inspection report, the tenant(s) altered that document, by adding many comments and notations that were not on the version she signed.

On October 19, 2013, there was a flooding incident in the basement level of the rental unit when a water main ruptured. This incident resulted in damage to the basement and major repairs to this rental home. Water was turned off for a disputed amount of time,

but a water connection through garden hoses arranged with a neighbouring resident allowed the tenants to have a source of water a few days after the water was turned off by the landlord(s). An October 27, 2013 letter prepared by the landlord and signed by the tenant on October 28, 2013, after discussions with the landlord's insurer and the tenant(s), read in part as follows:

> *...The resulting damage has left the basement unusable. The repairs will take six to eight weeks. As there are three tenants living in this house, we have been left one bedroom short. We do not want to pay the full rent of $2000 a month as we have had to make compromises to our living arrangements. We agree that $1000 a month until the basement is completed is fair compensation.*

The landlord entered sworn oral testimony supported by written evidence that the repairs to the rental property were to the basement level, where the tenant had been residing. She gave undisputed sworn testimony that the two bedrooms on the main floor were not damaged by the flood. The landlord entered undisputed written evidence that Tenant JK vacated one of the upper bedrooms of this rental home prior to the end of November 2013. The remaining tenants then rented JK's room on the upper level to someone else.

The tenant maintained that he had no other option but to rent temporary accommodations elsewhere while the repairs to his basement rental suite were being conducted. He entered into written evidence a copy of statement signed by the person he claimed rented him this room for two months from October 20, 2013 to December 20, 2013, at a monthly rent of $575.00. The tenant asked for the recovery of his payment of two months rent at this alternate location during the period of the renovations to his basement suite. The tenant said that he located this alternate location by way of a popular website and that he did not know the person who rented him this room. The landlords entered written evidence that the tenant moved in with his female friend during the period of the renovations.

The tenant also identified a number of concerns regarding whether the landlords had obtained proper authorization to enter the rental unit to undertake a series of repairs, most of which stemmed from the October 2013 flooding incident. The landlords maintained that they had obtained authorization to undertake the required repairs, that they had been allowed to enter the rental unit by the new third tenant. The landlords testified that neither the tenant nor Tenant DLK were living in the rental unit when these repairs were being conducted.

At the hearing, Landlord LCR, who identified herself as the owner of this rental property, reduced the amount of the landlords' requested monetary award from $7,000.00 to

$5,000.00. She said that the landlords had decided to not claim for the loss of rent for March 2014, as they listed the rental property for sale on February 25, 2014. The remaining portion of the $5,000.00 monetary award requested by the landlords was for the following:

Item	**Amount**
Unpaid Rent January 2014	$2,000.00
Unpaid Rent February 2014	2,000.00
Authorization to Retain the Security Deposit for this Tenancy	1,000.00
Total Monetary Order Requested	**$5,000.00**

In his original application for dispute resolution, the tenant failed to identify an amount of this requested monetary award, although he listed a number of items in the Details of the Dispute section of his application. In the amended application he entered into written evidence and supplied to both the RTB and the landlords, he indicated that he was seeking a monetary award of $7,775.00, which included the following as listed in the breakdown of this figure he attached to his application:

Item	**Amount**
Recovery of Rent Paid at an Alternate Location from October 20, 2013 until December 20, 2013 (2 x $575.00 =$1,150.00)	$1,150.00
Rent Paid to Live in an Unsafe Environment	4,000.00
Damage to Mattress and Box Spring	1,000.00
Return of Security Deposit	1,000.00
Professional Cleaning	125.00
Moving Expenses	500.00
Total Monetary Order Requested	**$7,775.00**

Both parties also applied for the recovery of their filing fees for their applications.

Analysis – Landlords' Application

Section 7(1) of the *Act* establishes that a tenant who does not comply with the *Act*, the regulations or the tenancy agreement must compensate the landlord for damage or loss that results from that failure to comply. I find that the tenants were in breach of their fixed term tenancy Agreement because they vacated the rental premises prior to the October 1, 2014 date specified in that Agreement. Although the tenant gave undisputed sworn testimony that the landlord offered the tenants the option of allowing the tenants

to end their Agreement without penalty when extensive repairs became necessary immediately following the flooding incident in October 2013, the landlord gave undisputed testimony that the tenants told her at that time that they wanted to remain in this tenancy. While I find that the landlord made this verbal offer to allow the tenants to break their fixed term Agreement, I find that that the tenants declined this offer. By December 31, 2013, the tenants signed a letter proposing an immediate end to this tenancy and a release of the tenants from the terms of the Agreement. The *Act* requires that any mutual agreement to end a tenancy and release tenants from the terms of a fixed term Agreement must be signed by both parties. In this case, there was no mutual agreement to end this tenancy signed by both parties. I find that the landlords are entitled to compensation for losses they incurred as a result of the tenants' failure to comply with the terms of their tenancy Agreement and the *Act*. In this regard, I also find that the landlords were not in breach of the Agreement at the time when the tenants decided to end their tenancy.

I also note that even in a month-to-month tenancy, section 45(1) of the *Act* requires a tenant to give the landlord notice to end the tenancy the day before the day in the month when rent is due. In this case, in order to avoid any responsibility for rent for January 2014, the tenants would have needed to provide their written notice to end this tenancy before December 1, 2013. To avoid responsibility for paying rent for February 2014, under a month-to-month tenancy, notice would have needed to have been given to the landlord prior to January 1, 2014. Section 52 of the *Act* requires that a tenant provide this notice in writing. The landlord entered undisputed written evidence that the tenants' "request" to end this tenancy was left in the landlord's mailbox on January 1, 2014, although dated December 19, 2013, and signed by the tenants on December 31, 2013.

Based on the sworn testimony of the parties, I find that the tenants paid their full monthly rent of $2,000.00 for October 2013. Based on the written agreement between the landlord(s) and the tenant(s), monthly rent for this tenancy was reduced to $1,000.00 for November 2013 and December 2013. I accept the landlords' evidence that the repairs took two months to complete, from October 20, 2013 until December 16, 2013. On this basis, I find that the landlords received the reduced monthly rent of $1,000.00 for two months, the correct overall portion of this tenancy when the parties agreed to reduced monthly rent to compensate for the ongoing repairs.

There is undisputed evidence that the tenants did not pay any rent for January 2014 or February 2014, and remained in possession of the rental unit until January 10, 2014. However, section 7(2) of the *Act* places a responsibility on a landlord claiming compensation for loss resulting from a tenant's non-compliance with the *Act* to do whatever is reasonable to minimize that loss.

Based on the evidence presented, I accept that the landlord did attempt to the extent that was reasonable to re-rent the premises for January 2014. The landlords entered into written evidence an extensive list of enquiries and showings which commenced almost immediately after the tenants vacated the rental unit and extended until late February 2014. The landlords were unsuccessful in re-renting these premises and eventually decided on February 25, 2014 to list the property for sale. As such, I am satisfied that the landlords have discharged their duty under section 7(2) of the *Act* to minimize the loss of rent for January 2014. For that reason, I find that the landlords are entitled to a monetary award of $2,000.00, the stated amount of monthly rent owing according to the Agreement, for the month of January 2014. In coming to this determination, I also note that the tenants remained in possession of the rental unit until January 10, 2014.

I have also considered the extent to which the landlords attempted to mitigate the tenants' exposure to the landlords' loss of rent for February 2014. While the landlord testified that she did some minor cleaning shortly after this tenancy ended and the landlords took possession of the rental unit, she also said that she did not retain cleaners and a repair person to prepare this property for sale until about ten days after the landlords listed this property for sale on February 25, 2014. In a March 5, 2013, email the landlords entered into written evidence, this was confirmed when one of their representatives noted that "The house was listed on Feb. 25th but wasn't in showing condition under after RG did his repairs." Based on this evidence and the landlord's sworn testimony, I find on a balance of probabilities that the landlords did not take the necessary steps to have this rental property ready for showing by conducting repairs and cleaning up the property until early March 2014. I find that the landlords did not act promptly to prepare this rental unit for viewing to prospective renters. However, had they done so shortly after the tenancy ended, it may have taken at least ten days to retain someone to do this work and complete the cleaning and repairs. Had the premises been properly ready for viewing by prospective renters by January 20, 2014, it still would have been unlikely that anyone would have been able to commence a tenancy by February 1, 2014. However, it may then have been reasonable for someone to be in a position to take occupancy by mid-February 2014. For these reasons, I allow the landlords a monetary award of $1,000.00 for loss of rent for February 2014, an amount intended to compensate the landlords for the loss of one-half month's rent for the first half of February 2014. I dismiss the landlords' claim for loss of rent for the second half of February 2014, as I do not accept that the landlords took proper measures to mitigate the loss of rent for that entire month.

Even though the landlords did not submit a formal request for compensation for damage arising out of this tenancy, they have applied for authorization to be allowed to retain the

tenants' security deposit to partially compensate for damage arising out of this tenancy. I find that the Details of the Dispute included in the landlords' application for dispute resolution and the landlords' written and photographic evidence provided sufficient notice to the tenants that the landlords were indeed attempting to retain the tenants' security deposit as a way of compensating the landlords for the alleged damage that occurred during this tenancy.

Section 67 of the *Act* establishes 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. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. In this case, the onus is on the landlord to prove on the balance of probabilities that the tenant caused the damage and that it was beyond reasonable wear and tear that could be expected for a rental unit of this age.

Sections 23, 24, 35 and 36 of the *Act* establish the rules whereby joint move-in and joint move-out condition inspections are to be conducted and reports of inspections are to be issued and provided to the tenant. These requirements are designed to clarify disputes regarding the condition of rental units at the beginning and end of a tenancy. When disputes arise as to the changes in condition between the start and end of a tenancy, joint move-in condition inspections and inspection reports are very helpful.

Sections 23 and 35 of the *Act* place the responsibility on the landlords for ensuring that a proper report of condition inspections is produced. For example, section 23 of the *Act* reads in part as follows:

> ***23*** *(4) The landlord must complete a condition inspection report in accordance with the regulations.*
>
> *(5) Both the landlord and tenant must sign the condition inspection report and the landlord must give the tenant a copy of that report in accordance with the regulations...*

Section 35(3) and (4) of the *Act* assign similar responsibilities to the landlord with respect to the preparation of and signing of move-out condition inspection reports. If the landlords do not comply with the requirements of sections 23 and 35 of the Act, the landlords' right to claim against the security deposit may be extinguished (sections 24 and 36 of the *Act*).

In this case, I find the signed and dated joint move-in condition inspection report entered into written evidence by the tenant has far more credibility than the substantively different and unsigned version of that report entered into written evidence by the landlords. If the landlords chose to create separate copies of the same report, the landlords bear responsibility for any lack of consistency between these two documents. The landlord's failure to retain a copy of the report she and the tenant signed leaves her without an effective way of challenging the authenticity of the details of the joint move-in condition inspection report entered into written evidence by the tenant.

The considerable differences between the signed joint move-in condition inspection report and the version submitted by the landlords calls into question the true condition of the rental unit when this tenancy began. While the landlords maintained that there was considerable damage to the hardwood floors and to walls in this rental unit by the end of this tenancy, it is difficult to determine whether this damage arose during the course of this tenancy or was partially present when this tenancy began. Similarly, I find that disputes regarding the number of holes in walls and the extent to which the walls required painting as a result of the damage caused during this tenancy are also difficult to ascertain given the lack of detail regarding these issues in the two sets of joint move-in condition reports entered into written evidence by the parties. Although both parties also supplied photographic evidence as to the condition of the rental unit at the end of this tenancy, I find some of the landlords' photographs were of such poor quality that little could be discerned from some of these photographs. The tenants' photographs were taken at angles and distances which did not appear to provide a full sense of the extent to which the premises were damaged during this tenancy. Finally, I also note that the landlords have not repaired or replaced the hardwood floors they maintain were damaged during this tenancy. Despite their provision of many bills and receipts for the restoration work conducted to repair the basement damage caused by flooding, the landlords' actual costs to clean the rental unit and conduct repairs were listed on handwritten documents as $112.46 for supplies or invoices and $500.00 in labour to conduct these repairs and cleaning.

I find that the landlords have not established that they have fully complied with the requirements of the *Act* with respect to the joint move-in and move-out condition inspection processes. I also find that much of the landlords' claim to retain the security deposit for damage caused during this tenancy relies on handwritten summaries of work undertaken and damage that has not led to actual expenses by the landlords (i.e., damage to flooring). However, section 37(2) of the *Act* requires a tenant to "leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear." The parties entered conflicting evidence regarding the condition of the rental unit when this tenancy ended.

Based on the oral, written and photographic evidence of the parties, I find on a balance of probabilities that the tenants did not comply with the requirement under section 37(2)(a) of the *Act* to leave the rental unit "reasonably clean and undamaged" as some cleaning and repairs were likely required by the landlords after the tenant vacated the rental unit. While the tenant submitted a $125.00 bill for five hours of "professional cleaning" of the rental unit, the landlord questioned whether this was issued by a legitimate company as she could find no telephone listing for the company or reference to the company on-line. I further note that the bill is dated February 10, 2014, is unsigned and has no GST number affixed to it. Based on those photographs that I can view properly and the written evidence of those who undertook work for the landlords to clean this rental property after the tenancy ended, I find that a lot of garbage, debris and leftover belongings remained in this rental unit after the tenants vacated the premises. For these reasons, I find that the landlords are entitled to a monetary award of $300.00 for general cleaning and repairs that were likely required at the end of this tenancy.

Analysis – Tenant's Application

I have carefully considered the tenant's claim for the recovery of $1,150.00 in rent he testified that he paid to live in an alternate location from October 20, 2013 until December 20, 2013. In this regard, the landlords raised concerns about the authenticity of the tenant's written evidence that he paid $575.00 for each of the two months when his basement rental unit was under repair. I also note that the author of the one sentence statement which the tenant presented as written evidence of his expenses associated with this tenancy has not included her telephone number, was not available as a witness at this hearing and did not even include an address where this short term tenancy occurred. However, the tenant did give undisputed sworn testimony that he did not know the person he rented a room from over the two months in question and that he located her through a popular rental website. Neither of the other tenants applied for a monetary award for additional costs they incurred to live elsewhere during the period of the repairs. Given the extent of the renovations and the fact that the flooding occurred in the basement portion of the rental unit, it does seem reasonable that the tenant would have needed to live elsewhere while these repairs were being undertaken. For these reasons and on a balance of probabilities, I accept that the tenant did incur rental costs of $575.00 for each of the two months when the landlords were undertaking repairs to the basement area of the rental unit.

While the tenant incurred costs of $575.00 for each of the two months due to the repairs to his living area, I also take into account that the landlord gave the tenants a $1,000.00 reduction in the tenants' monthly rent for a two-month period. The two tenants who attended the hearing did not provide any sworn testimony nor did they enter any written evidence as to how the tenants chose to divide the $1,000.00 reduction in rent they

received for the two month period. If they chose to divide this reduction equally, this reduced each tenants portion of their monthly rent from $666.67 to $333.33 over this period. However, the flooding damage rendered the tenant's basement bedroom totally uninhabitable for the period of the repairs, while there was no damage to the other two main floor bedrooms. It seems more likely than not that the tenant received a disproportionately large share of the rent reduction granted by the landlords (and paid for by the landlords' insurance company). If, for example, the tenant received one-half of the monthly rent reduction, his monthly rent reduction of $500.00 would have been within $75.00 per month of the $575.00 cost he incurred to rent elsewhere for these two months. Since the tenant was in no way responsible for the situation requiring him to move to another location for a two month period, I find that this situation was likely stressful and required some work on his part to arrange for temporary alternate accommodations. For these reasons, I allow the tenant a monetary award of the difference between the additional $241.67 ($575.00 - $333.33 = $241.67) in monthly rent he paid for each of the two months in question (i.e., during the renovations).

I dismiss the tenant's application for a monetary award of $4,000.00 for "rent paid to live in an unsafe environment." The tenant provided a few examples of what I find to be relatively minor disruptions that occurred during the course of the renovations, and which I find were properly compensated for by the parties' agreement to reduce the monthly rent by one-half for the two month period when the repairs were being conducted. The tenant signed this contractual arrangement temporarily reducing the monthly rent from $2,000.00 to $1,000.00 for a two month period. While the tenant alleged that there were problems with mould and unsafe living conditions, he presented almost no meaningful evidence to support these claims. He produced no evidence from any health care professional regarding any actual health problems that arose as a result of the landlords' actions with respect to this tenancy. By contrast, the landlords provided detailed records regarding the major repair work done by qualified and licensed tradespeople experienced in restoring properties after extensive water damage of the type that occurred to this rental property. I find no basis whatsoever to the tenant's claim that the rental premises were unsafe by the end of this tenancy or that the landlords are in any way responsible for reimbursing the tenants anything beyond the $2,000.00 in rent reduction the parties agreed to as a way of enabling this tenancy to continue after the October 2013 flooding incident. I dismiss this aspect of the tenant's monetary claim without leave to reapply.

I have also considered the tenant's claim for a monetary award equivalent to the cost of his mattress and boxspring. In this regard, the tenant entered into written evidence a copy of a May 25, 2012 invoice for his purchase of the mattress, boxspring and mattress pad for a total of $1,074.08. He also submitted into evidence a photograph of

the damaged mattress and boxspring. The tenant maintained that his mattress and boxspring were partially damaged during the original flooding and more significantly damaged during the course of the repair of the basement rental unit. He said that the landlord told him where he could store this mattress and boxspring in the middle of one of the rooms, which would not be exposed to damage during the restoration work. He maintained that he discovered the damage when he returned to the rental unit to find that the restoration work had extended into this area and that his mattress and boxspring had been damaged such that he will now need to replace them. The landlords provided a different account of the circumstances surrounding the tenant's claim for a monetary award of $1,000.00 to replace his mattress and boxspring. The landlord claimed that these items were not damaged during the October 2013 flooding incident.

I first note that the tenant has not provided any receipts to demonstrate that he has actually incurred costs in replacing either his mattress or boxspring. In addition, the obligation to mitigate losses in section 7(2) of the *Act* cited earlier in this decision also extends to a tenant's responsibility to take measures to avoid losses. Based on the work that was being undertaken in restoring the basement level of this rental home following the flooding incident, I find that the tenant is at least partially responsible for deciding to leave his mattress and boxspring in the area where repairs were planned. The landlord gave undisputed sworn testimony that she asked the tenant to find an alternate location to store his mattress and bedspring during the restoration process. She testified that he chose not to do so. When one of the upper bedrooms in this rental unit became available by the end of November 2013, by which time Tenant JK had vacated the rental unit, the tenants chose to move another tenant into the rental property instead of allowing the tenant to move his belongings, including his mattress and boxspring, into that rental space.

The tenant's failure to produce any receipt for the replacement of his mattress and boxspring calls into question both the extent of the damage and whether he has incurred any actual monetary losses for which he is eligible for compensation. Despite this deficiency, I find on a balance of probabilities that the tenant may very well have suffered an element of damage to his mattress and boxspring. However, I find that he is at least partially responsible for whatever damage may have occurred by failing to take action to store these items in a location where they were properly protected from the work that needed to be done to restore the basement rental unit. For these reasons, I allow the tenant a limited monetary award of $250.00 to compensate him for damage to his mattress and boxspring.

At the hearing, the tenant clarified that the $125.00 professional cleaning bill he added to his claim for a monetary award was submitted by way of his opposition to the landlords' application for general cleaning of the rental unit. The tenant testified that it was not his intent to seek the recovery of these cleaning costs. The tenant's application for the recovery of his cleaning costs is dismissed without leave to reapply.

Although the tenant testified that he submitted copies of receipts for moving costs to support his claim for $500.00 in moving expenses, I find no such receipts in the tenants' written evidence. Even if these receipts had been submitted, I find no basis whatsoever for allowing the tenants to recover their moving costs from the landlords. The tenants chose to remain in this tenancy while the restoration work was undertaken and were given a significant monthly rent reduction on the basis of a written contractual agreement with the landlord. The terms of this agreement between the parties were clear. The renovations were completed within the 6-8 week timeframe anticipated at the time that this temporary rent reduction was arranged. By the time the tenants decided to end their tenancy, the rental unit was fully restored. I find that the tenants' subsequent decision to vacate this rental unit well in advance of the scheduled end date for this fixed term tenancy does not entitle them to recover any moving expenses from the landlords. I dismiss the tenant's application for the recovery of his moving expenses without leave to reapply.

As both parties were partially successful in their respective applications, I make no order with respect to the recovery of their filing fees. Both parties assume these costs.

I allow the landlords to retain the $1,000.00 security deposit from this tenancy in order to partially satisfy the monetary award issued in the landlords' favour in this decision. No interest is payable over this period.

Conclusion

I issue a monetary Order in the landlords' favour under the following terms, which allows the landlords a monetary award for loss of rent, for damage arising out of this tenancy and for the recovery of a portion of their filing fee, and to retain the security deposit from this tenancy, less awards issued in the tenant(s)' favour as noted above:

Item	**Amount**
Unpaid Rent January 2014	$2,000.00
Unpaid Rent First Half of February 2014	1,000.00
General Cleaning and Repairs	300.00

Less 2 Months Increased Rent Paid by Tenant at Alternate Location (2 months @ $241.67 = - 483.34)	-483.34
Damage to Tenant's Mattress and Boxspring	-250.00
Less Security Deposit	-1,000.00
Total Monetary Order	**$1,566.66**

The landlords are provided with these Orders in the above terms and the tenant(s) must be served with this Order as soon as possible. Should the tenant(s) fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.

The landlords' application for an Order of Possession is withdrawn.

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: May 14, 2014

Residential Tenancy Branch