



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNSD, FF, MNDC

### Introduction

This hearing dealt with applications from both the landlord and the tenants under the *Residential Tenancy Act* (the *Act*). Landlords NTP and GP (the former landlords) applied for:

- a monetary order for damage to the rental unit pursuant to section 67;
- authorization to retain all or a portion of the tenant's 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 tenant pursuant to section 72.

The tenant identified one of the former landlords (Landlord NTP) and Landlord GL, one of the current owners of this property (the current landlord) as Respondents in her application for:

- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to sections 51(2) and 67; and
- authorization to recover her filing fee for this application from both landlords pursuant to section 72.

Prior to the commencement of this hearing, the parties consented to have both applications considered as part of a single joiner hearing. As such, both parties also consented to sharing information in this teleconference hearing and as set out in this decision. All 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 she received a 2 Month Notice to End Tenancy for Landlord's Use of Property (the 2 Month Notice) from the former landlords placed in her mailbox on January 28, 2014. The tenant confirmed that she received a copy of the former landlords' dispute resolution hearing package requesting a monetary award of \$4,482.13, sent by the former landlords by registered mail on March 13, 2014. I find that the above documents were served to the tenant by the former landlords in accordance with sections 88, 89 and 90 of the *Act*.

The tenant confirmed that she received a copy of the former landlords' written evidence sent by the former landlords by registered mail on May 5, 2014. In accordance with sections 88 and 90 of the *Act*, I find that the tenant was deemed served with the former landlords' written evidence on May 10, 2014, the fifth day after their mailing. Although the former landlords attempted to revise the amount of their requested monetary award from \$4,482.13 to over \$5,400.00 in their written evidence, they did not update the total amount of their requested monetary award in the copy of the amended application for dispute resolution they included in their written evidence package. Although the former landlords included a copy of their revised online application for dispute resolution within the written evidence they sent to the Residential Tenancy Branch (the RTB), there is no indication that they either formally amended their application for dispute resolution or paid an additional \$50.00 filing fee required for those applications seeking a monetary award in excess of \$5,000.00. As I am not satisfied that the former landlords have properly amended their application for dispute resolution so as to properly alert the tenant as to the amount of the increased monetary award they were seeking, I find that the former landlords' only valid request for a monetary award before me is their claim for a monetary award of \$4,482.13, the amount identified on their original application for dispute resolution.

The tenant gave sworn testimony that she sent both Respondents in her application copies of her original application for a monetary award of \$2,650.00 by registered mail on June 6, 2014. She said that she handed one of the Respondents a revised copy of her application for a monetary award of \$4,260.05 and sent both Respondents' copies of her amendment by registered mail on June 18, 2014. Both Respondents identified in the tenant's application confirmed that they had received copies of the tenant's dispute resolution hearing packages, including her request for an increased monetary award, as well as her written evidence for this hearing. In accordance with sections 88, 89(1) and 90 of the *Act*, I find that the Respondents identified in the tenant's application were deemed served with the above documents on the fifth day after their registered mailing.

The current landlord (GL) testified that he sent a copy of his written evidence to the tenant by registered mail on June 17, 2014. The tenant testified that she has not received this registered mailing. In accordance with sections 88 and 90 of the *Act*, this evidence was deemed served to the tenant on June 23, 2014, the fifth business day after its registered mailing. However, the current landlord did not comply with the requirement to serve the tenant within the time frames established under the RTB's Rules of Procedure. As I was not satisfied that the current landlord complied with the provisions of the RTB's Rules of Procedure with respect to the timely filing of written evidence, I advised the parties at the hearing that I would not be considering the current landlord's written evidence in reaching my decision. However, I did give both current

landlords the opportunity to provide sworn oral testimony regarding the issues they wished raised with respect to the tenant's application.

#### Issues(s) to be Decided

Are the former landlords entitled to a monetary award for damage arising out of this tenancy? Are the former landlords entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested? Is the tenant entitled to a monetary award for the failure of the current landlord(s) to use the rental unit for the purpose stated in the 2 Month Notice issued to her and which resulted in the ending of her tenancy? Are the former landlords or the tenant entitled to recover their filing fees for this application from the parties named in their respective applications?

#### Background and Evidence

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

On November 1, 2012, the tenant moved into this basement suite in a two-unit rental home on the basis of a one-year fixed term Residential Tenancy Agreement (the Agreement). Once the initial term expired, the tenancy continued as a periodic tenancy. Landlord NTP (the former landlord) testified that the monthly rent was set at \$1,250.00, payable in advance on the first of each month, plus \$50.00 for utilities. However, the tenant testified that she understood that the monthly rent was set at \$1,300.00, which included utilities. According to the copy of the Agreement entered into written evidence by the former landlords, monthly rent was set at \$1,300.00, an all-inclusive amount which included utilities. At the hearing, I advised the parties that the \$1,300.00 stated monthly rent in the Agreement was the most conclusive evidence of the monthly rent for this tenancy. The former landlords continue to hold the tenant's \$625.00 security deposit paid on September 6, 2012.

The tenant and the male former landlord agreed that they participated in a joint move-in condition inspection on October 31, 2012 and a joint move-out condition inspection on March 6, 2014. The former landlord entered into written evidence a copy of their reports of these inspections, copies of which were also provided to the tenant.

During late 2013 and early 2014, the former landlords listed this property on the real estate market. One of the current landlords (Landlord RG) testified that he and the other current landlord submitted an offer to purchase this property on January 21, 2014. At that time, he said that the current landlords planned to have his mother-in-law, the

mother of current Landlord GL, live in the basement suite while the current landlords were to live upstairs. The former landlords and the current landlords agreed that the current landlords made a final and binding offer to purchase this rental home on January 28, 2014, contingent on the tenant vacating the rental unit. The current landlords sent the realtor representing the former landlords an email advising that they required vacant possession of the entire house, including the basement suite, as they intended to move GL's mother into the rental suite then rented to the tenant. In this undisputed email entered into written evidence by the parties, the current landlords advised of the following:

*...We take possess of the house on May 25<sup>th</sup>, 2014. We require the current tenant to vacate the suite by 12:00 pm on March 31, 2014 as the suite is in need of extensive professional cleaning so that the suite is brought back to its original state.*

After receiving this notification from the current landlords/purchasers, the former landlords issued the tenant a 2 Month Notice on January 28, 2014, requiring the tenant to vacate the rental unit by March 31, 2014. In the 2 Month Notice, the former landlords advised the tenant that they needed vacant possession of the rental unit as of March 31, 2014 as:

- *All of the conditions for sale of the rental unit have been satisfied and the purchaser has asked the landlord, in writing, to give this Notice because the purchaser or a close family member intends in good faith to occupy the rental unit.*

As per an apparent agreement between the former landlords and the tenant, the tenant vacated the rental unit on March 6, 2014.

The tenant's initial application for a monetary award of \$2,600.00 (plus the recovery of her \$50.00 filing fee) was made because she alleged that the current landlords did not use her rental suite for the purpose stated in the 2 Month Notice issued to her. Although she understood that the purpose of the 2 Month Notice was to enable one of the current landlords' mothers to live in the rental unit, she noticed advertisements on rental websites for her former suite on April 23, 2014. She gave undisputed sworn testimony and written evidence that she sent an email to the current landlord and received confirmation that the current landlords were trying to rent her suite for \$1,550.00, as opposed to the \$1,300.00 she had been paying. She also noted that the current landlords were advertising the availability of her former rental suite as early as May 1, 2014, even before the current landlords were planning to move into the upper level of this home on May 25, 2014.

The current landlords testified that they originally planned to move one of their mothers into the tenant's former rental unit when they purchased this property. Landlord RG

testified that they had shown his 78 year old mother-in-law photos of the rental unit before they purchased the home and she was agreeable to their proposal to have her live in the lower level of this home with the current landlords residing in the upper level. On March 31, 2014, the current landlords scheduled an inspection of the property accompanied by their mother/mother-in-law (the current landlord's witness). After the current landlords' witness viewed the rental unit on March 31, 2014, she advised her son and son-in-law that she found the rental unit claustrophobic and unsuitable for her needs. At the hearing, the current landlords' witness gave sworn testimony that she had every intention of moving into the rental unit until she personally viewed the suite. The current landlords decided to move their mother/mother-in-law into the upper portion of this home with them. Current landlord RG testified that the current landlords placed an advertisement on Craigslist on April 4, 2014 in which they were asking \$1,550.00 in monthly rent from prospective tenants. Current landlord GL testified that a new tenant is scheduled to move into the basement rental suite, formerly occupied by the tenant, on June 28, 2014, for a monthly rent of \$1,490.00, based on a one-year fixed term.

The tenant identified the \$4,260.00 she was seeking in her revised application for dispute resolution in a June 10, 2014 Monetary Order Worksheet as follows:

<b>Item</b>	<b>Amount</b>
Canada Post Service of Dispute	\$45.36
Photo Evidence	14.69
Damage to Boots	250.00
Compensation for Disruptions	1,300.00
Compensation of Equivalent to 2 Month's Rent for Failure to Use Premises for Purpose Stated in 2 Month Notice	2,600.00
Recovery of Filing Fee for this Application	50.00
<b>Total Monetary Order Requested</b>	<b>\$4,260.05</b>

In her written evidence and her sworn testimony, the tenant described the reasons for the additional monetary award she was requesting. She maintained that she suffered a disruption in her quiet enjoyment of the rental unit, which included her complaints about the following:

- assertion that someone accessed her rental unit on December 7, 2012;
- noise complaints resulting from one of the former landlords' children pounding on her ceiling and making noise from riding a toy car in the upstairs suite;
- lack of proper access to garbage pickup during tenancy;
- intimidation from former landlords' bulldog;

- lack of adequate snow removal; and
- damage to tenant's boot from a rusty nail left on the site by the former landlords' contractors.

The former landlords' original application for a monetary award of \$4,482.13 included the following items listed in the Details of the Dispute section of the former landlords' application for dispute resolution:

Item	Amount
Damage to Sump Pump Nov 2012	\$1,504.00
Damage to Sump from Flood November 19, 2013	538.13
Carpet Cleaning	100.00
Carpet Replacement	500.00
Professional Cleaning	140.00
Repair Towel Rack	100.00
Laminate Floor Replacement/Damage	800.00
Repainting/Filling Holes	800.00
<b>Total of Above Items</b>	<b>\$4,482.13</b>

The former landlords noted the following wording of the joint move-out condition inspection report,

*Carpets in bedrooms are extremely stained needs cleaning. May need to be replaced. Towel rack in basement bathroom broken needs to be fixed. Entire suite will have to be painted. All laminate floors have water damage may require replacement. Entire suite needs professional cleaning.*

In this report, the tenant stated that she did not agree that the report fairly represented the condition of the rental unit at the end of this tenancy. In the report, the tenant stated that the "carpets can be cleaned" and that the towel rack was not fitted properly. She also noted on the report that the landlord's notations about the water damage were added after she signed the report.

In addition to a series of invoices, receipts, photographs and other evidence supporting the former landlords' claim for a monetary award, the former landlords entered into written evidence a May 1, 2014 Monetary Order Worksheet. This Worksheet itemized the following portions of the former landlords' claim, but noted that the former landlords had received payments totalling \$3,693.64 from their insurer following the initial flooding incident.

<b>Item</b>	<b>Amount</b>
Carpet Cleaning	\$99.75
Cleaning Basement Suite	140.00
Garbage Tags (Removal of Items from Suite)	15.00
Repaint all Walls and Remove Stains	1,438.50
Replacement of Carpet & Repair of Laminate	1,715.15
New Sump Pump	504.00
Sump Pump Repair	784.00
Replacement of Basement Carpet	2,200.24
Repair & Replacement	134.40
Repainting Walls – Water Damage	575.00
Insurance Deductible – Sump Repairs	1,000.00
Emergency Call Basement Sump Backup	538.13
<b>Total of Above Items Less Insurance Payments Received (\$9,144.17 - \$3,693.64 = \$ 5,450.53)</b>	<b>\$5,450.53</b>

At the hearing, the female former landlord testified that this was a new house in August 2012. She said that another tenant did live in the basement suite unit for a three-week period before the tenant occupied the rental unit in November 2012. By November 24, 2012, there was a flooding incident which led to a sewer backup into the mechanical room of this home. The former landlords maintained that this resulted from the tenant's flushing of inappropriate matter down the toilet. The female former landlord testified that this also occurred because the tenant did not abide by their request to not turn on any water while the repairs were being conducted. Although the initial sump problems cost a total of \$5,197.64, the female former landlord testified that she and her husband decided to submit an insurance claim for this damage as the tenant had not taken out any tenant's insurance. The former landlords asked for a recovery of their \$1,000.00 deductible payment plus the \$504.00 purchase of a new sump pump.

A second flooding incident occurred on November 18, 2013, well after the tenant signed an Addendum to the Agreement in which the expectations regarding use of the toilet was clearly outlined and acknowledged. The former landlords claimed that this second incident resulted from inappropriate material being flushed down the toilet from the tenant's washroom. When the sump became clogged, flooding occurred. The landlords provided photographs of the material that clogged the sump in both flooding incidents, including baby wipes, QTips and feminine products. This required the former landlords'

expenditure of \$538.13 in emergency repair costs. The tenant alleged that the former landlords had not undertaken periodic maintenance of the sump system.

The former landlords provided sworn testimony, written and photographic evidence to support their claim that significant damage to the carpets, laminate flooring and walls occurred during this tenancy.

The tenant testified that there is a second toilet in the lower level of this rental home which also uses the sump system. This second toilet was for the exclusive use of the former landlords during her tenancy. The tenant also testified that the laminate flooring, the towel rack and the toilets were not properly installed and all had to be replaced. The male former landlord confirmed that toilets were replaced, but that this was as a result of an inspector's assertion that the existing toilets did not meet the municipality's requirements regarding the installation of low flow toilets and had nothing to do with how they had been installed.

#### Analysis – Tenant's Monetary Claim

Section 49 (5) of the *Act* establishes that a landlord may end a tenant for landlord's use of the property after issuing a 2 Month Notice if:

*49(5) (a) the landlord enters into an agreement in good faith to sell the rental unit,*

*(b) all the conditions on which the sale depends have been satisfied, and*

*(c) the purchaser asks the landlord, in writing, to give notice to end the tenancy on one of the following grounds:*

*(i) the purchaser is an individual and the purchaser, or a close family member of the purchaser, intends in good faith to occupy the rental unit;...*

The tenant's application for a monetary award equivalent to two month's rent was made pursuant to section 51(2) of the *Act* and in addition to her entitlement under section 51(1) for compensation from the former landlord for an equivalent to one month's rent payable under the Agreement. Section 51(2) reads in part as follows;

**51 (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.*

The RTB has prepared Policy Guideline 2 to provide guidance to Arbitrators tasked with determining the extent to which a 2 Month Notice issued to enable a purchaser or a close family member to move into a rental unit has met the good faith requirement identified in section 49(5) of the *Act*. The primary use of this Policy Guideline is in situations where a tenant is disputing the intentions of the tenant's existing landlord and whether the tenancy should be ended for the reasons stated in the 2 Month Notice. However, this Guideline can also be helpful in determining the onus of proof required when deciding whether a tenant is entitled to a monetary award pursuant to section 51(2) of the *Act* after the tenant has ended and the tenant has vacated the rental unit. This Policy Guideline reads in part as follows:

*...Good faith is an abstract and intangible quality that encompasses an honest intention, the absence of malice and no ulterior motive to defraud or seek an unconscionable advantage...*

*If the good faith intent of the landlord is called into question, the burden is on the landlord to establish that they truly intend to do what they said on the Notice to End Tenancy. The landlord must also establish that they do not have another purpose that negates the honesty of intent or demonstrate they do not have an ulterior motive for ending the tenancy...*

In this case, I find that the former landlords received a written request from the current landlords who were purchasing this rental property to provide them with vacant possession of the entire house so that a close family member could live in the tenant's basement rental suite. There is no dispute that the former landlords acted on the written instructions of the current landlords nor is there a claim by the tenant that the former landlords issued the 2 Month Notice in contravention of the *Act*. I thus dismiss that portion of the tenant's application identifying one of the former landlords as a Respondent in the tenant's claim pursuant to section 51(2) the *Act* without leave to reapply. I do so as I find that any monetary claim that the tenant may have pursuant to

section 51(2) of the *Act* is against the current landlords who issued the written request to the former landlords to obtain vacant possession of the entire house when they finalized their purchase agreement for this property.

There is undisputed evidence that the current landlords initiated the process whereby the tenant who had been living in the basement suite of this property for over a year had to vacate the premises. Making this request had definite repercussions for the tenant and imposed moving costs and disruption to her life. Given that the current landlords did not wait to move into the property before they started trying to rent her suite to new tenants at a significantly higher monthly rental rate, the tenant has maintained that the current landlords were not acting in good faith in requesting that the former landlords yield vacant possession of the entire house because they needed it to accommodate current Landlord GL's mother.

Although the current landlords and their witness, GL's mother, testified that their original intent was to have GL's mother live in the tenant's basement rental unit, they admitted that they required the tenant to vacate the premises without GL's mother ever having viewed the accommodations they were proposing for her. I find that current landlords' decision to proceed with these plans requiring the tenant to vacate her premises on the expectation that GL's 78-year old mother would agree to live in the basement was ill-advised and speculative at best.

As noted above, section 51(2) of the *Act* establishes two separate tests whereby a tenant issued a notice to end tenancy under section 49(5) of the *Act* can obtain an additional two months of compensation. In this case, within a month of the tenant being forced to vacate the rental unit and within five days of the current landlords inspecting the property with Landlord GL's mother, the current landlords were advertising the tenant's former rental unit and requesting \$250.00 more in monthly rent than the tenant was paying. I find that these actions taken by the current landlords before the landlords even moved into the upper level of this house themselves calls into serious question the extent to which their request to obtain vacant possession to enable GL's mother to live in that unit was made in good faith. Rather, I find that the current landlords' actions reflect their interest in obtaining significantly more monthly rent from the basement rental suite than they would have been able to obtain had the tenant remained in her tenancy. The current landlords have also fallen remarkably short of the provision in section 51(2) of the *Act* requiring them to use the rental unit for the stated purpose in the 2 Month Notice for at least six months beginning within a reasonable period after the effective date of the 2 Month Notice. In this case, the current landlords took almost immediate steps to abandon their stated plan to have GL's mother live in the tenant's former rental unit and replace the tenant with a new tenant paying significantly more

rent. Overall, I find that section 51(2) of the *Act* appears to have been specifically drafted to prevent the very type of actions exhibited by the current landlords.

Under these circumstances and in accordance with section 51(2) of the *Act*, I allow the tenant's application for a monetary award of \$2,600.00, an amount equivalent to double the monthly rent established in the Agreement. I issue this monetary award against current Landlord GL, the current landlord identified as a Respondent in the tenant's application. As the tenant has been successful in this portion of her application, I allow the tenant to recover her filing fee from current Landlord GL.

I have also considered the remainder of the tenant's application for a monetary award for the additional items identified in her amended application for dispute resolution, which are clearly directed at the former landlords. I first note that a number of the items identified in the tenant's additional claim (e.g., the recovery of mailing and photographic development costs) associated with this hearing are not recoverable under the *Act*. The only hearing related cost recoverable to a party is the applicant's filing fee, which I have allowed the tenant to recover from the current landlord, as noted above.

As noted at the hearing, I also dismiss without leave to reapply, the tenant's attempt to recover \$250.00 in damage to one of her boots, which she maintained were ruined when she stepped on a long nail in her yard, presumably left by contractors retained by the former landlords. Any claim the tenant might have in this regard for some type of loss resulting from the alleged negligence of workers or the former landlords does not fall within the jurisdiction of the *Act*.

I also dismiss without leave to reapply the tenant's application for a monetary award for disruptions to her quiet enjoyment of the rental unit. Other than her sworn testimony and written evidence, I find little evidence that the tenant is entitled to any retroactive reduction in the rent she paid the former landlords during her tenancy for an alleged loss in the value of her tenancy. Although sections 28 and 65 of the *Act* allow me to make a finding and issue a monetary award when a tenant has demonstrated the loss of quiet enjoyment of her tenancy or the loss in the value of her tenancy, I find little evidence to support any such award in this case. One of the incidents cited occurred early in this tenancy and appears to be a disputed and isolated incident regarding access to the rental unit. The tenant provided little to show that she notified the former landlords of her concerns about any of the other issues, nor did she produce any witnesses who could speak to the duration or severity of any of the issues she identified in her claim for a monetary award for the disruption she experienced during her tenancy. I find no merit to this portion of the tenant's application.

Analysis – Former Landlords’ Application for a Monetary Award

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.

In this case, I find that the former landlords have submitted convincing written evidence, including the contents of signed joint move-in and move-out condition inspection reports, and photographic evidence to demonstrate that they are entitled to a monetary award for damage arising out of this tenancy.

I find that the former landlords have provided sworn testimony, written evidence including receipts and invoices, and photographic evidence that entitles them to a monetary award of \$99.75 to compensate them for their carpet cleaning costs, \$140.00 for their general cleaning costs, and \$15.00 for the removal of garbage from the rental unit.

I am satisfied on a balance of probabilities that the tenant was primarily responsible for the costs absorbed by the former landlords with respect to the initial flooding incident of November 24, 2012. However, I also accept to an extent the tenant’s assertion that another tenant resided in her basement suite before she commenced her tenancy and the former landlords also had the use of a toilet on the lower level of this rental home, both of which could have contributed to the sump pump problems in November 2012. For these reasons, I find that the former landlords are entitled to a monetary award of 75% of the actual costs they incurred to repair the sump and address the flooding incident of November 2012. This results in a monetary award in the former landlords’ favour in the amount of \$750.00 ( $75\% \times \$1,000.00 = \$750.00$ ) for a portion of the insurance deductible payment made by the former landlords. This also results in a monetary award of \$ 378.00 ( $\$504.00 \times 75\% = \$378.00$ ) for the replacement of the sump pump in November 2012.

I also find that the former landlords have submitted sufficient convincing written and photographic evidence that would demonstrate that the tenant was responsible for the emergency sump repairs of November 18 and 19, 2013, in the amount of \$538.13.

In considering the former landlords' claim for a monetary award for the repainting of walls, I note that the RTB has established Policy Guideline #40, which establishes the useful life of various items in a rental property. For example, the useful life of an internal paint job is estimated at 4 years (48 months). In this case, repainting required in March 2014 would have happened 20 months after painting was last done in August 2012, when the rental unit was new. Based on this Guideline, the former landlords would be entitled to recover 28/48 of their repainting costs resulting in a monetary award in their favour of \$839.12 ( $20/48 \times \$839.12$ ) for repainting.

I have also considered the former landlords' claim for the replacement of carpet and the repair of laminate flooring. While work was clearly undertaken by the former landlords, there were a number of estimates and the tenant maintained that the laminate flooring was improperly installed and lifted, perhaps partially as a result of some of the flooding problems encountered at this rental home. Based on the photographic evidence, it does appear that there was significant staining on some of the carpet, which professional cleaning could not eliminate. Based on a balance of probabilities, I find that the former landlords are entitled to a monetary award of \$857.58 ( $\$1,715.15 \times 50\% = \$857.58$ ), equivalent to one-half of the amounts claimed for these items in the landlords' May 1, 2014 Monetary Order Worksheet.

I allow the former landlords to retain the tenant's security deposit plus applicable interest in partial satisfaction of this monetary award. No interest is payable over this period. As the former landlords have been successful in their application, I allow them to recover their \$50.00 filing fee from the tenant.

### Conclusion

I issue a monetary Order in the tenant's favour in the amount of \$2,650.00 against current Landlord GL so as to enable the tenant to obtain a monetary award pursuant to section 51(2) of the *Act* and for the recovery of her filing fee. The tenant is provided with these Orders in the above terms and current Landlord GL must be served with this Order as soon as possible. Should current Landlord GL 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.

I issue a monetary Order in the former landlords' favour under the following terms, which allows them to recover from the tenant amounts for damage arising out of this tenancy and to recover their filing fee and to retain the tenant's security deposit:

<b>Item</b>	<b>Amount</b>
Carpet Cleaning	\$99.75
Cleaning Basement Suite	140.00
Garbage Tags (Removal of Items from Suite)	15.00
Repaint all Walls and Remove Stains	839.12
Replacement of Carpet & Repair of Laminate	857.58
New Sump Pump	378.00
Insurance Deductible – Sump Repairs	750.00
Emergency Call Basement Sump Backup	538.13
Less Security Deposit	-675.00
Recovery of Former Landlords' Filing Fee	50.00
<b>Total Monetary Order in Former Landlords' Favour</b>	<b>\$2,992.58</b>

The former landlords are provided with these Orders in the above terms and the tenant must be served with this Order as soon as possible. Should the tenant 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.

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: July 02, 2014

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Residential Tenancy Branch

