



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with the landlords' application pursuant to the *Residential Tenancy Act* (the Act) for:

- a monetary order for unpaid rent, for damage to the rental unit, and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement 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 did not attend this hearing, although I waited until 1436 in order to enable the tenant to connect with this teleconference hearing scheduled for 1330. The landlord LS (the landlord) attended the hearing and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The landlord testified that the landlords served the tenant with the dispute resolution package (including all evidence before me) on 30 July 2015 by registered mail. The landlords provided me with a Canada Post customer receipt that showed the same. The landlord testified that the dispute resolution package was sent to the forwarding address provided by the tenant. The landlord testified that this address was provided orally. On the basis of this evidence, I am satisfied that the tenant was deemed served with the dispute resolution package pursuant to sections 89 and 90 of the Act.

Preliminary Issue – Request to Provide Evidence After Hearing

The landlords had failed to submit a receipt in support of one portion of their application. The landlords asked to submit the receipt after the hearing.

Rule 3.19 of the *Residential Tenancy Branch Rules of Procedure* (the Rules) provides that I may direct that evidence be submitted after the commencement of a hearing. Rule 3.19 provides that I must give both parties an opportunity to be heard on the question of admitting such evidence.

As the tenant was not in attendance, I could not give the tenant an opportunity to be heard. Further, the landlords' application was filed 28 July 2015. The landlords had over five months to ensure all evidence in support of their application had been filed.

I decline to exercise my discretion to admit this evidence as it would be unduly prejudicial to the tenant and the landlords had ample opportunity to submit their evidence prior to this hearing.

Preliminary Issue – Failure to Include Monetary Order Worksheet

Pursuant to paragraph 59(2)(b), an application of dispute resolution must include the full particulars of the dispute that is to be the subject of the dispute resolution proceedings. The purpose of the provision is to provide the responding party with enough information to know the applicant's case so that the respondent might defend him or herself.

To assist with this Rule 3.1 of the Rules establishes certain documents that must be served by an applicant:

The applicant must, within 3 days of the hearing package being made available by the Residential Tenancy Branch, serve each respondent with copies of all of the following:

- a) the application for dispute resolution
- b) the notice of dispute resolution proceeding letter provided to the applicant by the Residential Tenancy Branch;
- c) the dispute resolution proceeding information package provided by the Residential Tenancy Branch;
- d) a detailed calculation of any monetary claim being made;
- e) a copy of the Notice to End Tenancy, if the applicant seeks an order of possession or to cancel a Notice to End Tenancy; and
- f) any other evidence, including evidence submitted to the Residential Tenancy Branch with the application for dispute resolution, in accordance with Rule 2.5 [Documents that must be submitted with an application for dispute resolution].

[emphasis added]

The Residential Tenancy Branch publishes a monetary order worksheet to assist applicants in preparing for their hearing. This form helps a party comply with the requirements in both the Rules and the Act by forcing that party to particularize his or her claim.

The landlords elected not to use the monetary order worksheet in preparation for their claim. The landlords did not provide a calculation in their application; however, the landlords did provide a narrative in their application that set out the various claims being advanced. Although the narrative did not express the amount of claim as clear calculation, the landlords' claim was set out in sufficient detail so as to put the tenant on notice as to the claim against her. As such, although the landlords did not strictly comply with rule 3.1 of the Rules, they did comply with section 59. Accordingly, I find that the landlords' claim is sufficiently pleaded.

At the hearing, I confirmed with the landlord that the landlords seek \$19,066.47:

Item	Amount
July Rent	\$1,300.00
Cost of Representation	250.00
New Faucet and Cleaning Supplies	154.72
Floor Cleaning Supplies	35.07
Dump Fee	10.00
Painting Supplies	8.99
Painting	2,940.00
Storage Costs	183.75
Storage Costs	232.50
Storage Costs	33.30
Locksmith	78.75
Microwave	368.00
Blinds	99.74
U-Haul	22.35
Lost Wages	4,732.00
Flooring	2,445.33
Flooring	2,539.03
Flooring Installation	1,180.98
Flooring Installation	2,352.00
Recover Filing Fee	100.00
Total Monetary Order Sought	\$19,066.51

The landlords' advocate took issue with the length of the hearing. The hearing lasted approximately 66 minutes.

There is no default judgement regime within the Residential Tenancy Branch system. While the tenant did not appear to provide evidence, it remains the landlords' burden to prove their entitlement to the remedy sought, which involves providing evidence to show each material fact.

Preliminary Issue – Coaching of Witness

In the course of the hearing, background whispering caused concern that the advocate was coaching his client to provide specific answers to questions. I informed the advocate that coaching of a witness under oath is not permissible. I informed the landlord that it was appropriate if she could not recall an answer to inform me that she did not know. The conduct continued. I again informed the advocate that the conduct was not permissible. The advocate stated that he believed that it was appropriate for an advocate to assist his or her client to provide evidence in such a manner.

When a witness is testifying, it is the recollections and experiences of that witness that the decision maker is receiving. The reliability and weight of a witness's testimony is diminished where there is evidence that the testimony is the result of being led or coached. Evidence that is rehearsed, coached or led is less reliable and accords lesser weight than evidence provided by the party him or herself.

While it is true that an advocate assists his or her client to provide evidence this is done not by providing the answer, but rather by referring that party to documents that may assist or by asking questions that help to elicit the evidence required. This assistance is also provided at a level of speech audible to the decision maker so as to avoid concerns that a witness's evidence is coached.

Issue(s) to be Decided

Are the landlords entitled to a monetary award for unpaid rent, damage and loss arising out of this tenancy? Are the landlords entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested? Are the landlords entitled to recover the filing fee for this application from the tenant?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the landlord, not all details of the submissions and / or arguments are reproduced here. The principal aspects of the landlords' claim and my findings around it are set out below.

This tenancy began 1 September 2013. Monthly rent was \$1,300.00. The landlords continue to hold the tenant's security deposit in the amount of \$600.00. There was no condition inspection conducted at the beginning of this tenancy.

On 27 April 2015, the landlord served a 2 Month Notice to End Tenancy for Landlord's Use (the 2 Month Notice) to the tenant. The 2 Month Notice was dated 27 April 2015 and set out an effective date of 1 July 2015. The 2 Month Notice was given as the landlords intended to occupy the rental unit. The tenant did not apply to dispute this notice, accordingly the tenancy ended on 1 July 2015. The tenant overheld the rental unit and vacated the rental unit on or about 12 July 2015. The tenant did not pay any compensation to the landlords for this overholding.

The landlord testified that the tenant left the rental unit in poor condition and as a result the landlords and their children could not make use of the entire rental unit immediately. The landlord testified that her family had to vacate their residence on or about 15 July 2015. At that time the rental unit was not yet fully repaired. As a result, many of the landlords' belongings had to be stored. The landlords had to rent a truck in order to move their belongings. I was provided with a receipt dated 14 July 2015 from a storage company. The receipt set out a cost of storage in the amount of \$183.75. I was provided with a receipt dated 11 July 2015 from a storage company. The receipt set out a storage accessory cost in the amount of \$33.30. I was provided with a receipt dated 11 July 2015 from a storage company. The receipt is the amount of \$232.50 and includes a deposit amount of \$75.00. I was provided with a receipt for a truck rental in the amount of \$22.35 dated 12 July 2015.

The landlord testified that she could not deal with the tenancy issues and it was necessary for the landlord MS to return from his remote work site to manage the problems. The landlord testified that the landlord MS missed ten days of work as a result of the tenant's overholding. The landlord MS provided his pay stub. The landlord MS calculated his lost wages as \$4,732.00.

Various items were damaged or missing at the end of the tenancy:

- **Faucet:** The landlord testified that the tenant damaged the faucet and the spray hose of the kitchen sink. I was provided with a photograph of the faucet. The handle is broken off. The landlord testified that the faucet could not be repaired and had to be replaced. The landlord testified that the faucet was eight years old. The landlord testified that it was not possible to replace the spray hose with a matching part so the landlords replaced that piece with a soap dispenser. I was provided with a receipt from a home repair store dated 12 July 2015.¹ The receipt sets out cost of replacing the faucet in the amount of \$111.99 and a cost of the soap dispenser in the amount of \$22.39.
- **Cleaning:** The landlord testified that the rental unit was left very dirty and that the tenant left behind belongings. The landlords provided a photograph of the belongings that were left in the rental unit. The debris left behind included furniture drawers. I was provided with a receipt from a home repair store dated 12 July 2015.² The receipt sets out a cost of cleaning supplies in the amount of \$12.51. I was provided with a receipt from a municipal landfill dated 13 July 2015. The receipt sets out a cost of \$10.00. The landlord testified that mould was discovered under the carpeting. The landlord testified that the tenant did not report any water incursion. The landlord testified that it was necessary to purchase specialty cleaning supplies to deal with the mould issue. I was provided with a receipt from a home repair store dated 14 July 2015. The receipt sets out a cost of floor remediation supplies in the amount of \$35.07.
- **Painting:** The landlord testified that the walls of the rental unit required repairs. The landlord testified that there was water damage to the mouldings. The landlord testified that there were holes in the walls including from screw holes. The landlord testified that every single wall required repairs. The landlord testified that the tenant did patch some of the holes. I was provided with photographs depicting the extent of the damage. The photographs show holes and paint damage in the walls and doors. The photographs of the baseboards show water damage to the paint. The photographs of the tenant's patch work shows uneven puttying. The ceiling was stained with a red material. The landlord testified that the rental unit was last painted in July or August 2013. I was provided with a receipt from a home repair store dated 13 July 2015. The receipt sets out a cost of painting supplies in the amount of \$10.02. I was provided with a receipt from a painting company dated 20 July 2015. The receipt is in the amount of \$2,800.00. The receipt sets out that the invoice was in

¹ This receipt also includes a fee for a window screen in the amount of \$6.99 plus tax. At the hearing the landlord informed me that the landlords did not intend to claim for this cost.

² *Ibid.*

respect of repairs and painting; however, it is not apportioned between these amounts.

- **Locksmith:** The landlord testified that the tenant did not return her keys. The landlord testified that she was concerned that the tenant would attempt to gain access to the rental unit. The landlord submitted that there was no option but to change the locks. I was provided with a receipt dated 13 July 2015 from a locksmith. The receipt is in the amount of \$78.75.
- **Microwave:** The landlord testified that the tenant broke the handle off the microwave. The landlord testified that the microwave could not be repaired and had to be replaced. The landlords provided me with a photograph of this damage. I was provided with a receipt dated 22 July 2015 from a home repair company. The receipt sets out a pre-tax cost of a microwave as \$368.00. A discount of approximately 36% was applied.³
- **Blinds:** The landlord testified that the blinds were installed just prior to the tenancy beginning. The landlord testified that the blinds were broken and slats had been removed. I was provided with a photograph of the damage to the blinds. I was provided with a receipt dated 22 July 2015 from a home repair company. The receipt sets out a pre-tax cost of the blinds and delivery as \$100.84. A discount of approximately 36% was applied.⁴
- **Flooring:** The landlord testified that the laminate sustained scratches and water damage in the course of the tenancy. The landlord testified that the laminate could not be repaired because of the type of laminate. The landlord testified that the carpet and linoleum were eight years old. The landlord testified that the laminate on the main floor was replaced in 2011 after a flood. The landlord testified that the carpets were damaged with cigarette burns and staining. I was provided with photographs of the damage. In one photograph cigarette debris is visible on the carpet. In other photographs extensive and severe staining is present on the carpets. I was provided of a photograph of the laminate flooring damage. The water damage is present in the middle of the room. The laminate appears to be delaminated. The photographs showing the linoleum damage show the linoleum to be burned and stained. I was provided with a receipt dated 22 July 2015 from a flooring supply company. The invoice set out a total cost attributable to laminate in the amount of \$1,320.57 and a total cost attributable to linoleum in the amount of \$1,124.76. I was provided with a receipt dated 14 July 2015 from a flooring supply company. The invoice set out a total cost attributable to laminate in the amount of \$1,295.40 and a total cost attributable to carpet in the amount of \$1,243.83. I was provided with a receipt dated 18 July 2015 from

³ The landlord stated that it was an error not to apply the discount in the landlords' claim.

⁴ *Ibid.*

a flooring installation company. The invoice sets out a total cost attributable to laminate installation in the amount of \$647.06 and a total cost attributable to carpet in the amount of \$533.92.

I was provided with photographic evidence that substantiates the landlord's testimony regarding the extent of damage to the rental unit.

Analysis

The following provisions apply generally to the landlords' claim:

- section 7 of the Act;
- section 32 of the Act;
- section 37 of the Act;
- section 67 of the Act;
- *Residential Tenancy Policy Guideline*, 1. Landlord & Tenant – Responsibility for Residential Premises" (Guideline 1);
- *Residential Tenancy Policy Guideline* "40. Useful Life of Building Elements" (Guideline 40);

Subsection 32(3) of the Act requires a tenant to repair damage to the rental unit or common areas that was caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant. Caused means that the actions of the tenant or his visitor logically led to the damage of which the landlord complains. Subsection 32(4) of the Act provides that the tenant is not responsible for making repairs for reasonable wear and tear.

Subsection 37(2) of the Act specifies that when a tenant vacates a rental unit, the tenant must leave the unit reasonably clean and undamaged except for reasonable wear and tear.

Section 67 of the Act provides that, where an arbitrator has found that damages or loss results from a party not complying with the Act, an arbitrator may determine the amount of that damages or loss and order the wrongdoer to pay compensation to the claimant. The claimant bears the burden of proof. The claimant must show the existence of the damage or loss, and that it stemmed directly from a violation of the agreement or a contravention of the Act by the wrongdoer. If this is established, the claimant must provide evidence of the monetary amount of the damage or loss. The amount of the loss or damage claimed is subject to the claimant's duty to mitigate or minimize the loss pursuant to subsection 7(2) of the Act.

Guideline 1 elaborates on the tenant's responsibilities with respect to the condition of the rental unit generally and at the end of tenancy:

The Landlord is responsible for ensuring that rental units and property, or manufactured home sites and parks, meet "health, safety and housing standards" established by law, and are reasonably suitable for occupation given the nature and location of the property. The tenant must maintain "reasonable health, cleanliness and sanitary standards" throughout the rental unit or site, and property or park. The tenant is generally responsible for paying cleaning costs where the property is left at the end of the tenancy in a condition that does not comply with that standard. The tenant is also generally required to pay for repairs where damages are caused, either deliberately or as a result of neglect, by the tenant or his or her guest. The tenant is not responsible for reasonable wear and tear to the rental unit or site (the premises), or for cleaning to bring the premises to a higher standard than that set out in the *Residential Tenancy Act*...

[footnote removed]

Guideline 40 provides me with direction in determining damage to capital property. The purpose compensation for damage is to return the claimant to his or her original position. Where capital property has aged, Guideline 40 provides me with assistance in determining the amount by which that property has devalued.

Overholding

The landlords claim compensation from the tenants for overholding the rental unit. The landlords have valued the loss at \$1,300.00.

Pursuant to subsection 57(3) a landlord may claim compensation from an overholding tenant for any period that the overholding tenant occupies the rental unit after the tenancy is ended. As the tenancy has ended on 1 July 2015 pursuant to the 2 Month Notice the landlords are not entitled to "rent" as such; however, the landlords are entitled to compensation from the tenant for her use and occupancy of the rental unit for the overheld period. The landlords have proven their entitlement to \$461.29 for the tenant's overholding of the rental unit for the period 2 July 2015 to 12 July 2015.

As the landlords issued a 2 Month Notice for the purpose of their own use, the landlords cannot say that they experienced a rental loss for the remainder of the month; however, I accept that by failing to vacate the rental unit in accordance with the validly issued 2 Month Notice the landlords incurred costs as a result of the tenant's breach of the Act. . In particular, the landlords incurred storage and moving costs. The landlords provided

me with receipts for the cost of storage and moving. The costs (less deposits paid) totals \$396.90 (\$183.75, \$157.50, \$33.30 and \$22.35). The landlords are entitled to his amount.

Cleaning and Garbage Removal

Pursuant to subsection 37(2) of the Act and Guideline 1, the tenant is responsible for cleaning costs where the tenant fails to leave the rental unit at the end of the tenancy in a condition that complies with the Act. Guideline 1 sets out the responsibility for garbage removal from a rental unit:

Unless there is an agreement to the contrary, the tenant is responsible for removal of garbage and pet waste during, and at the end of the tenancy.

The landlords' photographs show that the tenant left the rental unit in a state that did not comply with the Act. The landlords' photographs also show that the tenant left garbage in the rental unit at the end of the tenancy. On the basis of this evidence, I find that the tenant breach subsection 37(2) of the Act

The landlords provided receipts showing that the landlords spent \$47.58 on cleaning supplies (\$12.51 and \$35.07). I find that the landlords have proven a loss in the amount of \$47.58 for the tenant's failure to clean. The landlord provided a receipt showing that they spent \$10.00 on removing the garbage left behind. I find that the landlords have proven a loss in the amount of \$10.00 for the tenant's failure to remove the garbage.

Faucet

The landlords provided a photograph that clearly shows that the handle has broken off. I accept the landlord's testimony that the faucet was not broken at the beginning of the tenancy. This damage does not appear to be of in the nature of wear and tear. On this basis, I accept that the tenant caused the damage to the faucet through her intentional acts or neglect. The landlord is entitled to the cost of the repairs.

The landlords provided a receipt for the cost of replacing the faucet system in the amount of \$134.38.

Guideline 40 sets out that the useful life of faucets is fifteen years. The landlord provided evidence that the faucet was eight years old. As such, the capital value of the faucet had depreciated by 8/15. On this basis, I find that the landlords are entitled to recover 7/15 of the cost of the faucet replacement: \$62.71.

Locksmith

The landlords claim for the cost of changing the locks. Generally the cost associated with changing the locks at the end of a tenancy is the responsibility of the landlord as a cost of doing business as a landlord.

Guideline 1 sets out the tenant's responsibilities for keys:

The tenant must return all keys at the end of the tenancy, including those he or she had cut at his or her own expense.

By returning all means of access, a tenant creates a presumption that they can no longer gain access to the rental unit after they have relinquished possession. By failing to return all of the keys at the end of the tenancy, the tenant maintained a means of accessing the rental unit. I find that this constitutes a breach of the tenant's obligations pursuant to section 32 of the Act. By failing to return the keys the tenant's caused the landlords to have to change the locks.

The landlord's incurred cost in the amount of \$78.75 to change the locks. On this basis, I find that the landlords have proven an entitlement to this amount.

Blinds

The landlords claim the cost of replacing vertical blinds.

The landlord testified that the blinds were not broken at the beginning of the tenancy and were broken at the end of the tenancy. The landlords provided photographs that show the damage. On the basis of this evidence, I find that the tenant caused the damage to the blinds in the course of the tenancy through her actions or neglect. On this basis, I find that the tenant breached section 32 of the Act.

The landlords provided a receipt for replacing the blinds in the amount of \$64.62. Guideline 40 sets out that the useful life of drapes and venetian blinds is ten years. I find that vertical blinds are sufficiently analogous to both drapes and venetian blinds to have a useful life of ten years. The landlord provided evidence that the blinds were one year old. As such, the capital value of the blinds had depreciated by 10%. On this basis, I find that the landlords are entitled to recover 90% of the cost of the blinds replacement: \$58.16.

Microwave

The landlord testified that the tenant broke the handle off of the microwave. The landlord testified that it was not possible to repair the handle and that the entire microwave had to be replaced. The landlords provided a photograph that shows the damage. The damage does not appear to be in the nature of wear and tear. On the basis of this evidence, I find that the tenant caused damage to the microwave through her actions or neglect. I find that the tenant breached section 32 of the Act.

The landlord provided a receipt for replacing the microwave in the amount of \$368.00. A discount was applied. The total actual cost was \$235.82. I accept the landlord's testimony that the microwave could not be repaired and find that the landlords have mitigated their loss. On this basis, I find that the landlords are entitled to the full amount of their loss: \$235.82.

Painting & Repairs

The landlord testified that the tenant caused damage to all the walls in the rental unit. The landlords provided photographs of the damage. On the basis of this evidence, I find that the tenant breached section 32 of the Act.

The invoice is not apportioned between repairs and painting. As such, I have no principled basis for assigning damage between two. For the purposes of this decision, I have considered that the receipt is entirely for painting as the photographs indicate that the repair work was generally minor and the painting work required was extensive.

The landlords provided receipts totalling \$2,952.02. Guideline 40 sets out that the useful life of interior paint is four years. The landlord provided evidence that the paint was two years old. As such, the capital value of the paint had depreciated by 50%. On this basis, I find that the landlords are entitled to recover 50% of the cost of repainting: \$1,470.00.

Flooring

The landlords claim for the costs associated with replacing three types of flooring in the rental unit: linoleum, carpet, and laminate in the amount of \$8,517.34. The landlord testified that the flooring was not damaged at the beginning of the tenancy. The landlords provided photographs showing extensive damage to the flooring. The damage does not appear to be in the nature of wear and tear. On the basis of this evidence, I find that the tenant breached section 32 of the Act.

The landlords did not provide a receipt in the amount of \$2,352.00 for the costs they claim for flooring installation. Providing receipts is a critical to showing the amount of a loss. By failing to provide this receipt the landlords have not met their burden of proving that they incurred the cost that they claim.

The landlords did provide receipts for other costs associated with replacing the flooring:

- Carpet: \$1,777.75;
- Linoleum: \$1,124.75; and
- Laminate: \$3,263.04.

Guideline 40 sets out that the useful life expectancy of tile and carpet is ten years. The policy is silent on linoleum and laminate, but I find that these floor coverings are significantly analogous to both tile and carpet to assign the same useful life expectancy.

The landlord provided evidence that the carpet was eight years old. As such, the capital value of the carpet had depreciated by 80%. On this basis, I find that the landlords are entitled to recover 20% of the cost of replacing the carpets: \$355.55.

The landlord provided evidence that the linoleum was eight years old. As such, the capital value of the linoleum had depreciated by 80%. On this basis, I find that the landlords are entitled to recover 20% of replacing the linoleum: \$224.95.

The landlord provided evidence that the laminate was four years old. As such, the capital value of the laminate had depreciated by 40%. On this basis, I find that the landlords are entitled to recover 60% of the cost of repainting: \$1,957.82.

Lost Wages

The landlords claim for the costs of the landlord MS missing work to attend to the rental unit. The landlords claim that this cost was necessary as the landlord LS could not deal with the situation herself. The landlords claim \$4,732.00 for these lost wages.

Section 67 of the Act allows for compensation where damages are caused by a party. Caused means that the actions of the tenant logically led to the damage of which the landlords complain. In this case, the tenants various breaches of the Act were not the proximate cause of this expense; rather, the cause of this loss was the landlord LS's inability to deal with the situation and the landlord MS's decision to manage the tenancy remotely. As the tenant did not cause this loss, the landlords are not entitled to compensation.

Costs: \$100.00

As the landlords have been partially successful in this matter, they are entitled to recover the filing fee paid from the tenant.

The landlords have also applied to recover the costs of their representation by their advocate in the amount of \$250.00. This type of expense is generally referred to as the "costs" of the application.

Section 72 of the Act only allows for repayment of fees for starting dispute resolution proceedings and charged by the Residential Tenancy Branch. While provisions regarding costs are provided for in court proceedings, they are specifically not included in the Act. I conclude that this exclusion is intentional.

I find that the landlords are not entitled to make any claim for compensation for the landlords' costs. The landlord is not entitled to recover any fees paid to their advocate.

Security Deposit: (\$600.00)

The landlords applied to keep the tenants' security deposit. I allow the landlords to retain the security deposit in partial satisfaction of the monetary award. No interest is payable over this period.

Conclusion

I issue a monetary order in the landlords' favour in the amount of \$4,859.53 under the following terms:

Item	Amount
July Rent	\$461.29
Storage	396.90
Cleaning Supplies	47.58
Dump Fee	10.00
Faucet	62.71
Locksmith	78.75
Blinds	58.16
Microwave	235.82
Painting	1,470.00
Carpet Flooring	355.55
Laminate Flooring	1,957.82
Linoleum Flooring	224.95
Recover Filing Fee	100.00
Retain Security Deposit	-600.00
Total Monetary Order	\$4,859.53

The landlord is provided with this order 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 this order, this order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under subsections 9.1(1) and 77(2) of the Act.

Dated: March 04, 2016

Residential Tenancy Branch

