Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LTE VENTURES INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC MNR MND MNDC MNSD FF

Preliminary Issues

Residential Tenancy Branch Rules of Procedure 2.11 stipulates that in order to be scheduled to be heard at the same hearing the issues identified in a cross-application must be related to the issues identified in the application being countered or responded to.

Residential Tenancy Branch Rules of Procedure 7.8 provides that at any time after the dispute resolution hearing begins, the arbitrator may adjourn the dispute resolution hearing to another time.

Upon review of the applications before me I determined the Tenants' application for Dispute Resolution, which was filed on October 23, 2016, was not related to the same issues identified on the Landlords' application for Dispute Resolution. Accordingly, as the Tenants' application was filed later than the Landlords' application, I adjourned the Tenants' application to be heard at a later date, and I proceeded to hear the matters pertaining to the Landlords' application.

Introduction

This hearing was convened to hear matters pertaining to an Application for Dispute Resolution filed by the Landlords August 8, 2016. The Landlords filed seeking a $9,641.40 monetary order for: unpaid rent or utilities; damages to the unit, site or property; money owed or compensation for damage or loss under the *Act,* Regulation, or tenancy agreement; to keep the security and key deposits; and to recover the cost of the filing fee.

The hearing was conducted via teleconference and was attended by two agents for the Landlord (the Landlords) and both Tenants. Each person gave affirmed testimony. I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process; however, each declined and acknowledged that they understood how the conference would proceed.

The Landlords submitted two packages of evidence listing only the file number for their own application. The first package, consisting of 47 pages, was received at the Residential Tenancy Branch (RTB) on August 17, 2016. The second package of evidence, consisting of 52 pages and one USB drive was received at the RTB on November 10, 2016. The Landlords affirmed they served the Tenants with copies of the same documents and electronic evidence that they served the RTB. The Tenants acknowledged receipt of those documents and electronic evidence. No issues regarding service or receipt were raised by the Tenants. As such, I accepted the Landlords' submissions as evidence for these proceedings.

The Tenants submitted one package of evidence listing only the file number for their own application. That evidence was received at the RTB on October 26, 2016 and consisted of 112 pages plus one USB drive. The Tenants affirmed they served the Landlords with copies of the same documents and electronic evidence that they served the RTB. The Landlords acknowledged receipt of those documents and electronic evidence. No issues regarding service or receipt were raised by the Landlords. As such, I accepted the Tenants' submission as evidence for these proceedings.

The hearing package contains instructions on evidence and the deadlines to submit evidence, as does the Notice of Hearing provided to both parties. In the case of cross applications the parties are required to submit evidence relating to each application.

In this case neither party submitted evidence specifically identified as being in response to the other's application. Rather, each party submitted evidence listing only their own application file number. The applications were severed and the Tenants' application was adjourned to a later date so the Tenants requested that I consider their evidence in response to the Landlords' application as that evidence was before me during this hearing. I agreed to consider their evidence.

I initially told the Landlords to resubmit their evidence to the RTB listing the Tenants' file number so it would be placed on the Tenants' file before the reconvened hearing. However, in order to be administratively fair, I decided to reconsider that instruction and requested that both files be pulled for the reconvened hearing to ensure I had both party's evidence before me at the January 24, 2017 hearing. I then requested the RTB staff contact the Landlords to inform them that they did not have to resubmit their evidence.

Both parties were provided with the opportunity to present relevant oral evidence, to ask questions, and to make relevant submissions. While I considered all oral and documentary submissions not all submissions are referenced in this Decision.

Issue(s) to be Decided

Have the Landlords proven entitlement to monetary compensation?

Background and Evidence

The Tenants occupied the rental unit on July 1, 2015 and entered into subsequent fixed term tenancy agreements. The latest tenancy agreement commenced on July 1, 2016 and was not set to end until June 30, 2017. Rent began at $910.00 per month and was increased in the second tenancy agreement to $936.00, payable on the first of each month. On July 1, 2015 the Tenants paid $455.00 as the security deposit which was increased to $468.00 on July 1, 2016. In addition the Tenants paid $50.00 as a key deposit.

A move-in condition inspection report form was completed on July 1, 2015. The Landlord regained possession of the unit, received the keys back for the unit, and conducted the move-out condition inspection report form on August 15, 2016. Both parties were present during the move in and move out inspection; however, the Tenants refused to sign the move out condition inspection report form.

The rental unit was described as being a first floor apartment located in a 3 story building. The apartment had 1 bedroom; 1 bathroom; living room; and kitchen. The building was built in the late 1960's. The property manager had been assigned to that building since 1995.

On July 16, 2016 the Landlords served the Tenants with a 1 Month Notice to end tenancy for cause. The 1 Month Notice was issued on the prescribed form listing an effective date of August 31, 2016 and the following reason:

- *Tenant has caused extraordinary damage to the unit/site or property/park.*

On July 27, 2016 the Tenants served the Landlord notice, via email, that they would be ending the tenancy prior to the effective date of the 1 Month Notice. The Tenants' notice to end tenancy listed an effective date of August 14, 2016. A copy of the email was submitted at page 42 of the Tenants' evidence.

The Landlords testified the rental unit was in good condition at the start of the tenancy in July 2015. In August 2015 the Landlords conducted an inspection and noticed damage to the kitchen counter. In September 2015 the Landlords installed a new countertop and used faucet installed in the rental unit, as supported by the invoices provided at pages 51 and 25 of the Landlords' evidence.

On July 4, 2016 the Landlords received the Tenants' July 1, 2016 email which requested repairs and stated, in part, "Kitchen Tap- It leaks a little bit." The Landlords noted that the email had been sent on a Friday statutory holiday and they received it when their office reopened on the following Monday.

The Landlords submitted evidence that when they attended the rental unit they found damage caused by "profuse water leakage" and not a small leak. They asserted there

was a lot of water leaking around the aerator of the tap as well as from the base due to worn out faucet seats.

The Landlords submitted photographic evidence of the extent of the damage they found under the sink and on top of the new counter tops. They stated their photographs were taken on July 8, 2016 when they first attended to the Tenants' request for repairs. They noted they wanted to attend the unit on July 7, 2016; however, that was not convenience for the Tenants. The Landlords pointed out that there were multiple burn spots on both counters, the one side by the sink and on the other side by the fridge and stove.

The Landlords now seek to recover the costs to remediate the damages which they argued were the result of the Tenants' actions by placing hot materials directly on the new counter and their failure to notify the Landlords of the mold damage caused by water leaking under the sink. The Landlords argued the damage under the sink was not caused by water dripping for a few days. Rather, they asserted the damage was caused by water leaking down around the sink and taps for several months. The Landlords noted that their photographs displayed there was mold growing under the countertop, in the cabinet directly below the sink; and in the adjacent cupboard. They stated they were concerned the mold had spread into the subfloor and exterior wall that bordered the apartment hallway.

The Landlords testified the Tenants did not seem to understand their role allowing the damage to exist to the extent it had created the mold. As a result the Landlords said they felt it necessary to serve the Tenants the 1 Month Notice.

The Landlords provided evidence of an invoice dated September 8, 2015 for when the tap was installed. That invoice states "Checked for leaks – none present".

The Landlords stated that once they received the actual receipts for the repairs they had reduced their claim to $8,439.82 which is comprised of the follows:

1) $936.00 for August 2016 rent. The Landlords stated the Tenants remained in the rental unit until August 15, 2016 and did not pay their August 2016 rent. The Landlords were not able to re-rent the unit until October 1, 2016; after the repairs were completed.
2) $30.00 for August 2016 parking. The Tenants continued to park in the assigned parking space up to August 15, 2016.
3) $936.00 for loss of rent for September 2016. The Landlords argued they were not able to re-rent the unit until the repairs were completed and did not find new tenants until October 1, 2016.
4) $400.00 liquidated damages as the Tenants' failure to mitigate the damages and failure to notify the Landlord of the required repairs was the cause which ended the tenancy. The Landlords stated they spent upwards of six hours a day for two days to show the unit before they were able to re-rent it.

5) $2,268.00 for the specialized abatement to remove and dispose of the moldy drywall that may have contained asbestos; to obtain the required WCB and MOE paperwork; treat the area with a mold killer/inhibitor; and dispose of affected cabinet material, as per the September 19, 2016 invoice submitted into evidence. That invoice states the amount was charged to remove “Drywall from one entire kitchen wall”.
6) $2,464.35 for the cost of new kitchen cabinets and countertop as per the September 29, 2016 invoice submitted into evidence.
7) $766.50 for painting and drywall work as per the invoice dated November 1, 2016 which stated the work was “Drywall sheet 50% kitchen walls and drop ceiling…” This invoice had amounts and items blocked out from the invoice description and amounts.
8) $241.03 for plumbing costs to re-install the sink and faucet on September 23, 2016; as per the invoice dated October 14, 2016.
9) $103.70 to clean the drapery as per the Tenants’ requests. The Landlord submitted a copy of the “SUITE CLEANING GUIDELINES” provided to the Tenants prior to them moving out. The Landlords testified the Tenants requested the Landlords clean the draperies, the suite, and the carpet. The dry cleaning receipt submitted was dated August 16, 2016 and was for $91.98.
10) $75.00 for suite cleaning of 3 hours at $25.00 per hour. Photographs were provided to show the condition the rental unit had been left in by the Tenants.
11) $89.25 for carpet cleaning as per the Landlord’s contractor’s pricing.
12) $573.99 for the Landlord’s time in sourcing out contractors and obtain quotes for the remediation work. The Landlords asserted they had to spend 21 hours to arrange meetings; attending the unit; supervising work; and picking up parts. As a result they are seeking 10% of their overall costs.

In response to the Landlord’s claims the Tenants agreed to pay the Landlords as follows: (1) 15 days rent for August 2016 based on whatever the daily amount would be, not the full month; (2) $30.00 for August 2016 parking as claimed; (3) $236.00 towards the cost of the countertop as per the estimate the Tenants provided; (4) $103.70 for the drapery cleaning as claimed: (5) $25.00 for one hours of cleaning not three hours as claimed; and (6) $89.25 carpet cleaning as per the amount claimed. The Tenants disputed all other amounts and items claimed by the Landlords.

The Tenants testified they saw a minor water leak on June 27, 2016 which they attempted to fix themselves. When their own repair did not work they informed the Landlord on July 1, 2016 via email.

The Tenants asserted they experienced the same type of water leaking from the tap in August 2015. They stated there had never been an inspection in August 2015, as stated by the Landlords; rather, they told the Landlord of the problem when they saw water leaking behind the tap and onto the counter. They said the Landlord replaced the tap and countertops at that time. The Tenants were of the opinion that the water leak was not properly fixed in August 2015 and that is why there was excessive damage caused under the counter and sink.

The Tenants testified the water leak and damage was not visible from the outside of the cabinets. They argued that they did not use the cabinet under the sink for anything other than to store their empty bottles. The Tenants said they saw the mold for the first time when they removed the bottles in preparation for the Landlord to conduct repairs; after their repair request email was sent on July 1, 2016.

The Tenants argued that prior to May 2016 they had opened the cabinet under the sink to clean and no mold was present at that time. The Tenants questioned why neither the Landlord nor the contractors could see the water leaking when they could see the leakage below the cabinet.

The Tenants submitted digital evidence consisting of videos of underneath the sink with water dripping from above. They argued the videos were proof that the water leakage was still happening under the sink, after the tap was fixed, and that water was not visible from above, around the tap or sink.

The Landlords disputed the Tenants' submissions and asserted the Tenants failed to do their due diligence to inform the Landlords of the water leak/damage and the presence of mold. The Landlords questioned the contents of the Tenants' video asking what the source of the water was as the Tenants did not show the counter or sink/tap area in their video to prove the source of the water leak after the Landlords had fixed the tap.

As per their evidence the Landlords argued the damage was caused by upwards of six months of water leakages, as supported by their contractors' statements. They reiterated that the Tenants ought to have known about the water leaking and presence of mold.

The Landlords stated that in addition to their failure to inform the Landlords of the mold and water leaks the Tenants' lifestyle habits caused excessive damage to the counter top leaving multiple burns. The Landlords argued the Tenants' actions showed a disregard for the Landlords' property.

Upon review of the Tenants' digital videos I note those videos did not display the upper side of the cabinets around the sink and tap to show the source of the water.

The Landlords' digital evidence displayed a video of the Landlord conducting a water test on the existing faucet. The video did not display water leaking from the faucet during that test, after the faucet had been repaired.

The tenancy agreement provided for liquidated damages at clause (9) on page 7 of the agreement and states, in part, that a sum of $400.00 shall be paid by the Tenant to the Landlord as liquidated damages, to cover the costs and expenses of re-renting the premises in the even the Tenants are in breach of the *Act* or tenancy agreement which causes the tenancy to end.

Analysis

The *Residential Tenancy Act* (the *Act)* and the Residential Tenancy Branch Policy Guidelines (Policy Guideline) stipulate provisions relating to these matters as follows:

Section 7 of the *Act* provides as follows in respect to claims for monetary losses and for damages made herein:

> 7(1) If a landlord or tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.
>
> 7(2) A landlord or tenant who claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement must do whatever is reasonable to minimize the damage or loss.

Section 67 of the Residential Tenancy Act states that without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

Under section 26 of the *Act* a tenant is required to pay rent in full in accordance with the terms of the tenancy agreement, whether or not the landlord complies with this *Act*. A tenant is not permitted to withhold rent without the legal right to do so. A legal right may include the landlord's consent for deduction; authorization from an Arbitrator or expenditures incurred to make an "emergency repair", as defined by the *Act.*

Section 45 (2) of the Act stipulates that a tenant may end a fixed term tenancy by giving the landlord notice to end the tenancy effective on a date that is not earlier than one month after the date the landlord receives the notice, and is not earlier than the date specified in the tenancy agreement as the end of the tenancy.

Section 32(2) of the *Act* stipulates that a tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.

Section 32(3) of the *Act* provides that a tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

Policy Guideline 1 states in part that a tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit or site, and property. 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 [my emphasis added with bold text].

Policy Guideline 4 provides that a liquidated damages clause is a clause in a tenancy agreement where the parties agree in advance the damages payable in the event of a breach of the tenancy agreement. The amount agreed to must be a genuine pre-estimate of the loss at the time the contract is entered into.

Policy Guideline 16 states, in part, that an Arbitrator may award "nominal damages" which are a minimal award. These damages may be awarded as an affirmation that there has been an infraction of a legal right.

Section 72(1) of the Act stipulates that the director may order payment or repayment of a fee under section 59 (2) (c) *[starting proceedings]* or 79 (3) (b) *[application for review of director's decision]* by one party to a dispute resolution proceeding to another party or to the director.

Section 62 (2) of the *Act* stipulates that the director may make any finding of fact or law that is necessary or incidental to making a decision or an order under this *Act*.

After careful consideration of the foregoing; documentary, digital and oral evidence; and on a balance of probabilities, I find pursuant to section 62(2) of the *Act* as follows:

The Tenants vacated the property by August 15, 2016; prior to the August 31, 2016 effective date of the 1 Month Notice. Therefore, the Landlords' request for an Order of Possession is moot.

The Tenants failed to pay their August 1, 2016 rent on August 1, 2016 in breach of section 26 of the *Act.* The Tenants served the Landlords notice to end their tenancy prior to the end of the fixed term of the tenancy agreement and prior to the effective date of the 1 Month Notice.

The Tenants agreed to pay for the 15 days they occupied the rental unit in August 2016. The *Act* does not provide a tenant with the opportunity to end the tenancy early, prior to the effective date of a landlord's 1 Month Notice issued for cause. Therefore, I find the Tenants' breached section 45 of the *Act* and that breach caused the Landlords to suffer a loss of August 2016 rent of $936.00. Accordingly, I grant the Landlord's application for August 2016 unpaid rent of **$936.00**, pursuant to section 67 of the *Act.*

The Tenants agreed to pay for the $30.00 parking fee for August 2016. Accordingly, I grant the Landlord's application for August 2016 parking of **$30.00**, pursuant to section 67 of the *Act.*

I accept the submissions of the Landlords that the condition of the countertop and the cabinet and back wall under the kitchen sink resulted from water dripping down for several months and upwards of six months. However, I find there was insufficient evidence to prove that water leakage happened after continually after the counter and tap were replaced in August 2015. From their own submissions, the Landlords stated there had been a significant water leak in 2015 that caused the previous countertop to delaminate. It is reasonable to conclude that water would have egressed into and/or behind the drywall behind that cabinet from that water leak.

Notwithstanding the Tenants' submissions that they only used the cupboard under the sink to store their empty bottles, I do not accept the Tenants' submissions that the existing mold would not have or could not have been noticed by them at an earlier date. Given the amount of mold in that cabinet it had to have been present for several weeks if not months.

In addition, I accept that the condition of the new countertop that was installed in August 2015 and the unclean stated the rental unit was left in at the end of the tenancy was the result of the Tenants' disregard for the Landlords' property. As such I find the Tenants had breached sections 32 and 37 of the *Act.*

Overall I find the Tenants neglected to maintain and clean the rental unit in a manner that complied with section 32 of the *Act* and Policy Guideline 1. I find the Tenants' neglect contributed to the Landlords losses preventing them from re-renting the unit for September 2016. Accordingly, I grant the Landlords' application for loss of September 2016 rent in the amount of **$936.00,** pursuant to section 67 of the *Act.*

Having found the Tenants to be in breach of section 32 of the *Act* and Policy Guideline 1, I accept the Landlords' submissions that it was the Tenants who caused this tenancy to come to an end prior to the end of the fixed term tenancy agreement. As such, I find there was sufficient evidence to prove the claim for liquidated damages, as provided for in section 9 of the tenancy agreement. Accordingly, I award the Landlords liquidated damages in the amount of **$400.00,** pursuant to section 67 of the *Act.*

Awards for damages are intended to be restorative, meaning the award should place the applicant in the same financial position had the damage not occurred. Where an item has a limited useful life, it is necessary to reduce the replacement cost by the depreciation of the original item. That being said, it should be noted that many materials and items exceed their normal useful life in situations when they are well maintained; have little to no exposure to moisture or water; and are used under normal circumstances.

In order to estimate depreciated age and/or value of the replaced item, I have referred to the normal useful life of items as provided in *Residential Tenancy* Policy Guideline 40 as follows: the normal useful life of: drywall or gypsum is 20 years; of kitchen cabinets is 25 years; kitchen counters is 25 years; interior painting is 4 years; and a water faucet is 15 years.

From their own submissions the Landlords indicated the rental unit building had been built in the late 1960's. As per the invoices submitted into evidence the drywall may have consisted of asbestos, which is indicative of the drywall being original from the late 1960's. There was insufficient evidence before me of the actual age of the kitchen cabinets; however, from the videos and photographs they appeared to be of a style and design that would indicate they were installed in the late 1960's or 1970's. From the Landlords' own submissions the faucet had been a used faucet that was previously repaired by the Landlords. The exact age of the faucet was not submitted into evidence. Therefore, I considered the life of the drywall, kitchen cabinets, ceiling, and faucet to have exceeded their normal useful life.

The contractors' invoice indicated all of the cabinets were being removed, from both sides of the kitchen, by two different contractors. The September 19, 2016 invoice stated the drywall had to be removed / disturbed from one entire wall behind the kitchen cabinets due to the presence of mold. The November 1, 2016 invoice indicated the contractors were to install drywall in "50% kitchen walls and **drop ceiling**…" [my emphasis added with bold text]. It was also evident that sections of that November 1, 2016 invoice had been blocked out prior to being copied.

I find there was insufficient evidence before me that would suggest the drywall from the ceiling had to be replaced due to the presence of mold under the kitchen sink or cabinets or by the Tenants' actions. While I accept the evidence before me that the mold may have spread across to the other lower cabinet, there was insufficient evidence to prove the mold had spread to other areas of the kitchen or the ceiling; areas that may have been included in the blocked out November 1, 2016 invoice.

The cost of removing mold or asbestos containing materials involve the cost of clearance letters / permits; set up procedures to secure the site during remediation; and materials and labor to properly package the materials for disposal. Therefore, if the Landlords chose to have additional areas of drywall removed at the same time, as suggested by the evidence before me, the Tenants would not have to bear the cost of the full set up and remediation.

In the presence of conflicting evidence regarding the bulkhead and ceiling being removed and replaced at the same time the back wall was replaced; plus the fact there had been a previous leaking faucet in 2015 that was so extensive it caused the previous countertop to delaminate right at the start of this tenancy; and considering the age of the drywall, cabinets, and faucet; I find the Landlords submitted insufficient evidence to prove the Tenants were solely responsible for the drywall remediation costs; replacement of the cabinets; and/or the removal and replacement of the plumbing sink and faucet.

I make the aforementioned findings in part, as the previous water leak, which occurred prior to the Tenants occupying the suite or at the very start of the tenancy, was so extensive it caused the previous counter to delaminate. That leak may have started the

growth of mold behind the cabinet or drywall in areas that may not have been visible from inside the rental unit or cupboard.

After consideration of the above, I find there was insufficient evidence before me to prove the exact cause of the mold or the exact time when the mold would have been visible inside the cabinet. That being said, I agree with the Landlords it would have been visible weeks if not months prior to the Landlords being advised of the water leak. In consideration of the foregoing and the fact that the materials surpassed their normal useful life, I find the Landlords are not entitled to recover full remediation costs. Rather, I conclude the Landlords are entitled to nominal damages for the specialized abatement of the drywall; the new cabinets; painting and drywall work; and plumbing costs comprised of approximately 1% of the amounts claimed for those items. I award the Landlords an amount of **$57.50** for nominal damages, pursuant to Policy Guideline 16 and section 67 of the *Act.*

The Landlords claim of $2,464.35 was a combined cost for kitchen sink side upper and lower cabinets and countertops. The invoice does not provide a breakdown of the cost of the countertop separate from the cupboards. The Tenants agreed to pay the Landlords $236.00 for the cost to replace the countertop based on the estimate submitted into their evidence. Accordingly, in absence of an exact amount paid by the Landlords for the countertop, and in consideration that the countertop was only one year old, I grant the application based on the Tenants' submission in the amount of **$236.00**, pursuant to section 67 of the *Act.*

The Tenants agreed to pay the costs claimed for cleaning the drapery. As such, I grant the request for drapery cleaning in the amount of **$103.70**, pursuant to section 67 of the *Act.*

Upon review of the photographic evidence of the cleaning required at the end of the tenancy I find the Landlords' claim of 3 hours for cleaning to be reasonable. Accordingly, I grant claim for cleaning in the amount of **$75.00**, pursuant to section 67 of the *Act.*

The Tenants agreed to pay the costs claimed for carpet cleaning. I therefore, approve the request in the amount of **$89.25,** pursuant to section 67 of the *Act*

I find the Landlords' claim of $573.99 for their time to manage the repairs and remediation project, to be a claim relating to the operation of the Landlords' business. Even if the Landlords had been fully successful with their application, a residential tenancy Arbitrator does not have jurisdiction to award items in the nature of costs incurred in conducting a landlord's business, as those costs are not denominated in the *Act.* An Arbitrator is limited to awarding costs relating to the recovery of an application filing fee as fees. Therefore, the Landlords' claim for their wages and time incurred to manage their rental unit and business are dismissed, without leave to reapply.

The Landlords have partially succeeded with their application; therefore, I award recovery of the **$100.00** filing fee, pursuant to section 72(1) of the Act.

I find this monetary award meets the criteria under section 72(2)(b) of the *Act* to be offset against the Tenants' security deposit plus interest as follows:

Unpaid August 2016 Rent	$ 936.00
Unpaid August 2016 Parking	30.00
Loss of September 2016 Rent	936.00
Liquidated Damages	400.00
Nominal Damages	57.40
Replacement Countertop	236.00
Drapery Cleaning	103.70
Rental Unit Cleaning	75.00
Carpet Cleaning	89.25
Filing Fee	100.00
SUBTOTAL	$2,963.35
LESS: Security & Key Deposits $468.00 + $50.00	- 518.00
Offset amount due to the Landlords	**$2,445.35**

The Tenants are hereby ordered to pay the Landlords the offset amount of $2,445.35, forthwith.

In the event the Tenants do not comply with the above order, The Landlords have been issued a Monetary Order in the amount of **$2,445.35** which may be enforced through Small Claims Court upon service to the Tenants.

Conclusion

The Landlords have partially succeeded with their application and were awarded monetary compensation of $2,963.35 which was offset against the Tenants' security and key deposit leaving a balance owed to the Landlords of **$2,445.35**.

This decision is final, legally binding, and 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: December 09, 2016

Residential Tenancy Branch