Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNSD FF – Landlord's application
MNSD O FF – Tenants' application

Introduction

This hearing was convened to hear matters pertaining to two Applications for Dispute Resolution; one filed by the male Landlord and the other filed by the two Tenants.

The Landlord's application for Dispute Resolution was filed on July 7, 2016 listing the male Landlord as sole applicant and both Tenants as respondents. The Landlord filed seeking a $1,675.00 Monetary Order for damage to the unit, site or property; to keep all or part of the security and/or pet deposit; and to recover the cost of the filing fee.

The Tenants' application for Dispute Resolution was filed on August 19, 2016 listing both Tenants as applicants and both Landlords as respondents. The Tenants filed seeking a $1,200.00 Monetary Order for the return of double their security deposit plus recovery of their filing fee.

The hearing was conducted via teleconference and was attended by the male Landlord, the Landlords' witness (the Witness); both Tenants, and the Tenants' legal counsel (Counsel). Each person, excluding Counsel, gave affirmed testimony. Counsel presented arguments on behalf of his clients.

The male Landlord affirmed that he would be representing both Landlords in these matters. Therefore, as one of the applications listed both Landlords and only one Landlord presented evidence at the hearing, on behalf of both Landlords, terms or references to the Landlords importing the singular shall include the plural and vice versa, except where the context indicates otherwise; for the remainder of this decision. In addition, the style of cause on the front page of this Decision lists the names of both Landlords.

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.

I recognize that the order in which submissions were received during this hearing may not have been in the traditional legal format. As explained during the hearing, common law has established that a hearing process conducted by an administrative tribunal is

designed to be less formal than a legal proceeding conducted by the Courts. In addition, the Residential Tenancy Branch Rules of Procedure 7.18 and 7.23 provide that an arbitrator may determine in which order submissions and/or cross examinations will be conducted or allowed and provide that an arbitrator may ask questions of a party or witness to determine the relevancy or sufficiency of evidence; to assess the credibility of a party or a witness; or to otherwise assist the arbitrator in reaching a decision.

Upon review of the rental unit address written on each application for Dispute Resolution, it was undisputed that the Tenants had entered into a rental agreement to rent only the upper level of the single detached home. The lower level consisted of a self-contained basement suite which was rented separately to other tenants. As such the style of cause was amended to clarify the rental unit address as being at the Upper civic address, pursuant to section 64(3)(c) of the Act. Neither party disputed the amendment.

Each party confirmed receipt of the application, notice of hearing documents, and evidence served by the other party. Although each party affirmed they served the other with copies of the same documents that they had served the Residential Tenancy Branch (RTB), Counsel submitted he received a different document listing the items being claimed by the Landlord. That document was not submitted to the RTB by the Landlord. That document listed the same items which were listed on page two of the Monetary Order Worksheet submitted to the RTB by the Landlord. No other issues regarding service or receipt of those documents were raised. As such, the submissions received on each RTB file from both parties prior to the January 3, 2017 hearing were considered as evidence for these proceedings.

After review of the service of documents the Landlord requested an adjournment. The Landlord stated he was requesting the adjournment to allow him more time to compile and serve evidence to support his application for Dispute Resolution. The Landlord testified he was not able to submit that evidence within the stipulated timeframes because he had been away and when he returned he had problems with his dogs.

Counsel argued the Landlord had ample time to prepare and serve his evidence. He noted the Landlord had nearly six months to submit his evidence from the time the Landlord filed his application in July 2016 and the commencement of this hearing on January 3, 2017.

Residential Tenancy Branch Rule of Procedure 6.4 provides that without restricting the authority of the arbitrator to consider other factors, an arbitrator must apply the following criteria when considering a party's request for an adjournment of the dispute resolution proceeding:

a) the oral or written submissions of the parties;
b) whether the purpose for which the adjournment is sought will contribute to the resolution of the matter in accordance with the objectives set out in Rule 1 [objective];

c) whether the adjournment is required to provide a fair opportunity for a party to be heard, including whether a party had sufficient notice of the dispute resolution proceeding;
d) the degree to which the need for the adjournment arises out of the intentional actions or neglect of the party seeking the adjournment; and
e) the possible prejudice to each party.

Regarding the Landlord's adjournment request I first considered that this January 3, 2017 hearing date was initiated by the Landlord, as he filed his application for Dispute Resolution first. The Landlord was provided copies of the hearing documents and information regarding the service of evidence when he made that application in July 2016, almost six months prior to the hearing.

Secondly, I considered that the Landlord was in receipt of the Tenants' application for Dispute Resolution and hearing documents in August 2016, five months prior to the hearing. Those documents included detailed instructions and fact sheets listing the requirements for service of evidence. In addition, the Notice of Hearing Letter which the Landlord used to call into the hearing stated, in part, as follows:

> **GENERAL INFORMATION about your responsibility and the hearing**
> 1. *Evidence to support your position is important and must be given to the other party and to the Residential Tenancy Branch before the hearing. Instructions for evidence processing are included in this package. Deadlines are critical.*

Thirdly, I am not convinced that the Landlord was prevented from submitting evidence to support his monetary claim due to an issue relating to his dogs or his travel; as there was insufficient evidence before me to support such arguments. By his own submission the Landlord took the time to call the RTB to find out how to delay the hearing; however, there is no indication he made any effort to submit documentary evidence to support his reasons that he was away or that there was trouble with his dogs so significant that it would prevent him from compiling evidence during the past four or five months. Rather, I conclude the Landlord's request for adjournment arose out of his intention to try and delay these proceedings to further delay in the return of the Tenants' security deposit.

In addition, I considered that the Tenants submitted their evidence within the required timeframes and attended the hearing prepared to proceed. Therefore, I find that an adjournment would be prejudicial to the Tenants as it would further delay determining the disbursement of the Tenants' security deposit. As such I declined the Landlord's request for adjournment. Each person was provided with the opportunity to present relevant oral evidence, to ask questions, and to make relevant submissions. Following is a summary of those submissions and includes only that which is relevant to the matters before me.

Issue(s) to be Decided

1. Have the Tenants proven they served the Landlord with their forwarding address in accordance with the *Act?*
2. Has the Landlord proven entitlement to $1,675.00 for damages and repairs to the rental unit?
3. Have the Tenants proven entitlement to the return of double their security deposit?

Background and Evidence

The parties entered into a written fixed term tenancy agreement which commenced on August 1, 2013 and switched to a month to month tenancy after July 31, 2014. Rent was payable on the first of each month in the amount of $1,200.00 and on July 11, 2013 the Tenants paid $600.00 as the security deposit.

The Landlord described the rental unit as being a 2 story single detached house that was built in 1976. The Landlords purchased the property in 2006. The rental property had been listed for sale since May 2016.

I heard the parties mutually agreed to end the tenancy effective June 5, 2016. As per that mutual agreement the Tenants paid their July 1, 2016 rent in full and provided the Landlord beer as payment for their occupation of the rental unit from June 1 – 5, 2016.

I heard the parties arranged to meet at the rental unit on June 5, 2016 to conduct a walk through. Although walkthroughs were conducted the Landlords did not complete a condition inspection report form in writing, at move in or at move out.

The female Tenant testified that she left the male Tenant at the rental unit on June 5, 2016, to await the arrival of the Landlords, while she went to pick up the beer to give to the male Landlord as payment for their June 2016 occupation. She asserted that when she returned she left the beer on the front step with a scrap piece of paper listing their forwarding address and went inside to assist with the move out walk through.

I heard the female Tenant state that the male Landlord immediately went outside to put the beer in his vehicle while the female Landlord continued with the walkthrough in the presence of both Tenants. In addition, I heard the Tenant state that she did tell the Landlord she left a piece of paper with the beer; she did not see the Landlord pick up the paper containing their forwarding address; and that she only assumed that he received it as it was placed with the beer.

The Landlord denied receiving the Tenants' forwarding address in writing with the beer. He asserted he did not receive their forwarding or service address until he received the letter from Counsel in July 2016, shortly before filing his application for Dispute Resolution. He submitted he could not recall exactly how he received Counsel's letter and then stated it must have come by mail.

Counsel submitted the Landlords were initially provided his address as a service address for the Tenants in a letter that was sent to them via email on June 29, 2016. He asserted his letters were sent to the Landlords' email address as noted on the top of his July 5, 2016 letter which was submitted into evidence.

I heard the Landlord argue that the female Tenant had entered into a verbal agreement with him to accept payment of their full $600.00 security deposit after the rental unit had been sold. He stated that his step-daughter had overheard that agreement while standing inside the rental unit by the door. He argued that as of this hearing the rental unit has not been sold; therefore, based on their agreement he was of the opinion he did not have to return the deposit to the Tenants as of yet.

The Landlord testified that after he entered into the aforementioned agreement his step-daughter moved into the rental property and found the unit damaged. As a result he has filed his application seeking compensation as follows:

1) $50.00 to repaint the kitchen as the Tenants had painted the wall(s) with a chalkboard paint. The Landlord stated the Tenants had verbally agreed to repaint that wall with the original paint prior to the end of their tenancy.
2) $100.00 for damage caused to the kitchen cabinets.
3) $50.00 for the fireplace which was painted by the Tenants without prior permission.
4) $250.00 to replace the blinds which were left broken.
5) $65.00 for water damage caused to the downstairs bathroom after the Tenants installed a spray hose to the toilet without authorization.
6) $400.00 for the broken dishwasher.
7) $640.00 for eight hours labour.
8) $20.00 to replace a garden hose that was taken.
9) $100.00 for his application filing fee.

Counsel submitted the Tenants had had conversations with the Landlords, regarding painting throughout the life of the tenancy. He stated the Tenants understood there was water damage in the bathroom causing damage to one ceiling tile below; however, the Tenants had no prior knowledge of all other items claimed by the Landlord. He asserted the amounts claimed by the Landlord were elevated amounts.

The Tenants argued that while they did paint the kitchen wall with chalkboard paint their agreement with the Landlords was the Landlords would provide them with the left over paint from when the kitchen was first painted and they would paint over the chalkboard before they moved out. They asserted they had attempted to acquire that left over paint from the Landlord on several occasions, beginning approximately three weeks prior to the end of their tenancy, and the Landlord kept saying he would get the paint to them. Then, the night before they were to be out of the unit the Landlord called and told the Tenants they had to purchase their own paint; at which time they told the Landlord it was too late. The Landlord did not dispute these submissions.

The Tenants acknowledged that there had always been one kitchen drawer that was “funny” and would come off the rails. They asserted the drawer was like that prior to them moving into the rental unit. I heard the Tenants submit they were unaware of any other damage or problems with the kitchen cabinets.

The Tenants asserted the fireplace had been painted prior to them moving into the rental unit. They stated they informed the female Landlord they had repainted it and offered to repaint the fireplace back to its original color and were told by the Landlord “don’t worry about it”.

The Tenants testified the living room blinds were very old, plastic, vertical blinds. They submitted one slat had fallen off or broke during their tenancy due to normal wear and tear. The asserted the remaining slats were still installed and operational at the end of the tenancy.

I heard the male Tenant submit he was a ticketed plumber. The Tenants submitted he had been asked by the Landlord to conduct various plumbing jobs on the rental unit over the course of this tenancy. The male Tenant confirmed that he had installed a “T” to the water supply of the toilet so he could attach a spray wand used to wash diapers. He acknowledged that the gasket in that new hose began to leak which caused damage to a ceiling tile in the unit below. The Tenants asserted that leak only rendered one 2’ x 4’ ceiling tile useless.

The Tenants submitted there had been a problem with the dishwasher during their tenancy and that problem had been previously fixed. After it was repaired they continued to use the dishwasher and argued the dishwasher was working fine at the end of their tenancy.

The Tenants submitted they did not know what the Landlord’s claim for $640.00 of labour was about so they could not submit a response to that claim.

The Tenants testified that they had installed their own hose in the back yard as no hose had been installed in the back at the start of their tenancy. I heard them state they took their hose when they moved out. They argued they should not have to pay the Landlord $20.00 for a hose that was their own possession.

The Tenants submitted that only the two Landlords attended the rental unit on June 5, 2016 during the time they were conducting the walkthrough. I heard that each Tenant, the Tenants’ friends, and the Tenants’ family were the only other people who attended the rental unit during that time. The Tenants argued the Landlord’s step-daughter, who attended this hearing as the Landlord’s witness, was not at the rental unit while the Tenants were there on June 5, 2016.

The female Tenant confirmed that she had a discussion with the male Landlord regarding the return of their full $600.00 security deposit and that he had said “once the house sold”.

The Landlords’ witness (the Witness) provided affirmed testimony and initially stated she was the current tenant. Upon questioning from Counsel the Witness identified that she was the Landlord’s step daughter. The Witness submitted she was at the rental unit for approximately one hour on the last day the Tenants were there. She stated during that time both Landlords, both Tenants, and the Tenants’ family were present. The Witness stated that she did not recall anyone else being present and then stated she was not watching to see who was there as she was inside.

I heard the Witness stated that she was standing inside the door when she overheard a conversation between the male Landlord and the female Tenant. She stated she heard the female Tenant agree to wait until the house sold. The Witness was not able to provide a date of when she allegedly overhead the aforementioned conversation other than to say it was the Tenants last day.

The Witness submitted that when she moved into the rental unit on June 15, 2016 she pointed out the following damages to the Landlords: toilet damage; the blinds; the drawers; the dishwasher needed replaced; chalkboard paint on the wall and ceiling; and the fireplace had been painted.

Counsel surmised the forwarding address was provided to the Landlords with the beer, by personal service and on the balance of the evidence the Landlord received the address as he received the beer. He asserted the Landlord failed to return the Tenants’ security deposit within the required 15 days, as stipulated by section 38 of the *Act*; therefore the Tenants’ application for the return of double their deposit should succeed.

Counsel submitted the Tenants accepted their responsibility for the damage to one ceiling tile; however, the Landlords’ claim of $65.00 for that tile was too high and the amount claimed was unsupported. The Tenants further acknowledged that their willingness to repaint the kitchen wall; however, the wall remained unpainted due to the Landlord’s delay of telling them they had to get paint. Counsel argued the agreement was the Landlord would provide the paint so it was unreasonable for the Landlord to wait until the night before the end of the tenancy to tell the Tenants they had to purchase paint.

Counsel argued the condition of the rental unit at the end of the tenancy was not beyond normal wear and tear for a 40 year old house. I heard him state that the most the Tenants could be held liable for would be the cost for the one ceiling tile.

Counsel submitted that given the differences in the evidence the Tenants’ evidence should be preferred as it was more specific. He pointed out that the Witness initially submitted there was no one else in attendance at the rental unit on June 5, 2016, except for the Landlords and Tenants’ family and then altered her submission to state

she could not see anyone else because she was inside. Counsel noted the family relationship between the Witness and the Landlords and asserted the Tenants' evidence should be preferred over the Witness's submissions.

I heard the Landlord stated that while he could not remember everything precisely, and while the Witness may not have understood Counsel's questioning, the Witness did corroborate the Landlord's testimony that the female Tenant agreed to wait for her full security deposit until the house sold.

Analysis

Section 62 (2) of the *Act* provides 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 evidence; and on a balance of probabilities I find pursuant to section 62(2) of the *Act* as follows:

I have given minimal evidentiary weight to the Witness's submissions for reasons outlined as follows. First I considered the Witness was daughter / step-daughter to the Landlords and that her testimony may have been swayed by her need to please or favour her family in this situation. I also considered that the Tenant is currently occupying the rental unit and may have been swayed on what evidence to submit in order not to disappoint her parent or step-parent and/or not to disrupt her current living situation.

Furthermore, I considered that the inconsistencies in the Witness's submissions were indicative of presenting hearsay evidence rather than firsthand knowledge of an event or conversation she allegedly witnessed. While hearsay evidence is admissible in these quasi- judicial proceedings, in order to be given evidentiary weight they must be properly identified as being hearsay by the person presenting the evidence and at the time that evidence is being submitted.

As such, I was not convinced that the Witness was at the rental unit address during the move out inspection on June 5, 2016; nor do I accept she was witness to any conversation regarding the disbursement of the Tenants' security deposit. Even if she was witness to a verbal agreement relating to the disbursement of the security deposit, verbal agreements do not meet the requirements of section 38 of the *Act.* Section 38 of the *Act* stipulates a landlord must return the security deposit to the tenant within 15 days of the tenancy ending or receipt of the forwarding address unless the landlord had the tenant's permission in writing to withhold the deposit or had been issued an order from an arbitrator. I do, however, accept the Witness moved into the rental unit on June 15, 2016; ten days after the Tenants had vacated the unit.

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 *Act* stipulates 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.

Policy Guideline 16 provides that the party making the claim for damages must satisfy each component of the following: the other party failed to comply with the *Act,* regulation or tenancy agreement; the loss or damage resulted from that non-compliance; the amount or value of that damage or loss; and the applicant acted reasonably to minimize that damage or loss. I concur with this policy and find it is relevant to the Landlord's application for Dispute Resolution.

Regarding the Landlord's claim of $1,675.00 for damages to the rental unit, from their own submissions the Tenants readily admitted the water hose they installed to the toilet line caused damage to one ceiling tile in the suite below which remained unrepaired at the end of the tenancy. As such I find the Tenants were in breach of section 37 of the *Act* which stipulates that when a tenant vacates a rental unit the tenant must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear.

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. In the presence of the Tenants' dispute over the amount of $65.00 being claimed by the Landlord for the one replacement ceiling tile; and in absence of evidence to prove the actual age of the ceiling tile or the actual replacement cost; I conclude the Landlord provided insufficient evidence to prove the actual value of the ceiling tile.

Policy Guideline 16 states that an Arbitrator may award "nominal damages" which are a minimal award. It further states, in part, that nominal damages may be awarded as an affirmation that there has been an infraction of a legal right. As such, I conclude the Landlord is entitled to nominal damages for the one ceiling tile in the amount of **$25.00**, pursuant to section 67 of the *Act.*

It was undisputed that during the course of this tenancy, which spanned over a period of almost three years, the Tenants painted the kitchen wall with chalkboard paint and painted the fireplace. In addition, the undisputed facts included: the Landlords had

knowledge of the aforementioned painting shortly after it was completed and took no action at that time to have the paint returned to its original color or state; the Landlord agreed to provide the Tenants with left over paint to repaint the kitchen; the fireplace had been painted previously and the Tenants simply changed the color by repainting it; and notwithstanding the Tenants' requests for the left over paint three weeks prior to the end of the tenancy, the Landlord waited until the night before the Tenants vacated to inform them they would have to purchase paint to repaint the kitchen.

After consideration of the forgoing I conclude the Landlord submitted insufficient evidence to prove he did what was reasonable to minimize the alleged $150.00 loss ($50.00 for kitchen wall plus $100.00 for the fireplace); as required by section 7 of the *Act*. If the Landlord truly wanted the Tenants to repaint the kitchen wall he ought to have provided them with the left over paint in a timely manner to allow them time to conduct the painting. In addition, in consideration that the house was 40 years old; in the absence of a move in or move out condition inspection report form; in absence of receipts or estimates to support the amounts claimed by the Landlord; and in absence of evidence to suggest the work was completed; I find there was insufficient evidence to prove the $150.00 claimed for painting the fireplace and kitchen wall. Accordingly, those claims are dismissed without leave to reapply.

Regarding the Landlord's claim for kitchen cabinet damage; blinds; dishwasher; a garden hose; and labour costs; and in absence of a preponderance of evidence to prove the actual condition of the rental unit and appliances at the start and end of this tenancy; I conclude the Landlord submitted insufficient evidence to prove the Tenants were in breach of the *Act,* regulation, or tenancy agreement relating to the aforementioned items and amounts claimed. Accordingly, those claims are dismissed, without leave to reapply.

Section 72(1) of the Act provides that the director may order payment or repayment of a filing fee. Therefore, as the Landlord has partially succeeded with their application, I award recovery of the **$100.00** filing fee.

Regarding the Tenant's application for the return of double their security deposit, the Tenants bear the burden to prove the Landlord was served with their forwarding address or a service address, in writing, in a manner that complies with the *Act.* Section 88 of the *Act* provides various methods of service for documents other than an application for Dispute Resolution which include, in part, leaving a copy with the person; service by mail or registered mail; by leaving a copy in a mail box; or by attaching a copy to the door.

I do not accept writing the forwarding address on a scrap piece of paper and then leaving it with a case of beer on a front step meets the requirements for service under the *Act.* In addition, from her own submission the female Tenant confirmed she did not inform the Landlord the address was left with the beer; she did not witness the Landlord receiving or picking up that scrap piece of paper; nor could she confirm that piece of paper was still with the beer when the Landlord retrieved the beer. As such I accept the

Landlord's submission he did not receive a service address for the Tenants until they received Counsel's first letter on June 30, 2016.

In addition, the *Act* stipulates a landlord and tenant together must inspect the condition of the rental unit and complete a written condition inspection report form, in accordance with the Regulations, at move-in and move-out respectively, pursuant to sections 23 and 35 of the *Act*. If the landlord does not complete condition inspection report forms, in compliance with sections 23 and 35 of the *Act,* the right of the landlord to claim damages **against** the security and/or pet deposit is extinguished, pursuant to sections 24 and 36 of the *Act.*

Extinguishment does not prevent a landlord from filing a claim to seek monetary compensation for damages. Rather, the extinguishment clause means the landlord cannot retain the deposits to offset or apply against the cost to repair damages. If a landlord extinguishes their right to claim against the security and/or pet deposit the landlord is required to return the deposit(s) to the tenant within 15 days as stipulated by section 38(1) of the *Act.*

Sections 5(1) and 5(2) of the *Act* stipulate that landlords and tenants may not avoid or contract out of this Act or the regulations. Any attempt to avoid or contract out of this Act or the regulations is of no effect.

Section 38(1) of the *Act* stipulates that if within 15 days after the later of: 1) the date the tenancy ends, and 2) the date the landlord receives the tenant's forwarding address in writing, the landlord must repay the security deposit, to the tenant with interest or make application for dispute resolution claiming against the security deposit.

Regarding the Landlord's argument that the Tenants had verbally agreed to wait for the return of their deposit until the house sold, I conclude that agreement to be of no force or effect, as it was an attempt to contract outside of section 38 of the *Act.*

The Landlords did not complete condition inspection report forms at move in or move out; therefore, the Landlords extinguished their right to claim against the $600.00 security deposit, pursuant to section 23 of the *Act.* As such the Landlords were required to return the full security deposit to the Tenants no later than July 15, 2016, 15 days after they received the Tenant's service address, pursuant to section 38(1) of the *Act.*

Based on the above, I find the Landlords are now subject to section 38(6) of the *Act* which states that if a landlord fails to comply with section 38(1) the landlord may not make a claim against the security deposit and the landlord must pay the tenant double the security deposit. Accordingly, I grant the Tenants' application and award them double their security deposit in the amount of **$1,200.00,** pursuant to section 67 of the *Act.*

The Residential Tenancy Branch interest calculator provides that no interest has accrued on the $600.00 deposit since July 11, 2013.

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

The above awards meet the criteria under section 72(2)(b) of the *Act* to be offset against each other as follows:

Landlord's award ($25.00 + $100.00)	$ 125.00
LESS: Tenant's award ($1,200.00 + $100.00)	-1,300.00
Offset amount due to the Tenants	**($1,175.00)**

The Landlords are hereby ordered to pay the Tenants offset amount of **$1,175.00** forthwith.

In the event the Landlords do not comply with the above Order, the Tenants have been issued a Monetary Order for **$1,225.00.** This Order must be served upon the Landlords and may be enforced through Small Claims Court.

Conclusion

The Landlord was partially successful with his application and was awarded $125.00 which was offset against the Tenants' award of $1,300.00. The Tenants were issued a monetary order for the $1,175.00 balance owed to them.

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: January 10, 2017

Residential Tenancy Branch