



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes

MNDC, MNSD (Tenant's Application)  
MND, MNSD, MNDC, FF (Landlords' Application)

### Introduction

This hearing convened as a result of cross applications.

In the Tenant's Application for Dispute Resolution, filed December 29, 2015, she sought compensation for money owed under the *Residential Tenancy Act*, the Regulation or tenancy agreement and in particular return of the security deposit paid.

In the Landlords' Application for Dispute Resolution filed, July 14, 2016, they sought monetary compensation for damage to the rental unit and other losses, authority to retain the security deposit and recovery of the filing fee.

This matter was originally scheduled for August 2, 2016. At that time I adjourned the Tenant's Application to be heard at the same time as the Landlord's Application which was scheduled for 1:30 p.m. on January 12, 2017.

At the January 12, 2017 hearing, which was held by teleconference, both parties called into the hearing and were given a full opportunity to be heard, to present their affirmed testimony and evidence and to make submissions to me.

The parties agreed that all evidence that each party provided had been exchanged. No issues with respect to service or delivery of documents or evidence were raised.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, not all details of the respective submissions and or arguments are reproduced here; further, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

1. Is the Tenant entitled to return of double her security deposit?

2. Are the Landlords entitled to monetary compensation from the Tenant?
3. Should either party recover the filing fee?

### Background Evidence

The Tenant testified that the tenancy began June 1, 2002. Monthly rent was payable in the amount of \$1,050.00 which included a garage as well. The Tenant also paid a security deposit of \$750.00. The Tenant confirmed that this amount was solely for a security deposit as she did not have pets, nor did she pay a pet damage deposit.

The Tenant testified that the Landlord failed to do a move in condition inspection report at the start of the tenancy.

The tenancy ended on August 31, 2015. The Tenant stated that the Landlord also did not do a move out condition inspection report at the time she moved out.

The Tenant testified that she provided the Landlord with her forwarding address in writing on October 27, 2015. A copy of this letter was provided in evidence by the Tenant. In this letter the Tenant asks the Landlord to return her security deposit, which she writes is \$800.00 to the rental unit address "for forwarding". She asks that the funds be provided before 9am on Saturday to the rental unit address. The Tenant noted that she also provided her current address on the top of the letter dated October 27, 2015.

On the letter the Tenant wrote: sent via special delivery with signature request CPC/SCP #646199 Signed for by [M.P.] October 29, 2015.

The Tenant stated that the Landlord made no attempts to contact her and in support she provided a copy of her cell phone bill showing that the Landlord did not call her, and that the only calls made between the two of them were her calls to the Landlord.

The Tenant confirmed that she had misplaced the residential tenancy agreement and as such believed that her security deposit was \$800.00. When she received the Landlord's application and a copy of the agreement she saw that she paid \$750.00 rather than \$800.00.

The Tenant filed a Monetary Orders Worksheet wherein she claimed the sum of \$1,367.00 for the following.

- Compensation in the amount of \$129.00 for the cost of the garbage can she purchased for the rental unit, which she testified is specific to the municipality.

- Return of her security deposit in the amount of \$800.00 (she confirmed at the hearing that it was \$750.00).
- Interest on her security deposit in the amount of \$80.00 which she claimed to be "Tenancy Branch Rates".
- \$91.82 for "Damaged stuffing & Curtain" which she says were damaged when the roof leaked during the tenancy.
- \$27.92 for the replacement cost of Citronella Lamp Oil and \$11.20 for the cost of a night light which she says was left in the garage. She claimed that she asked the Landlord to return these items several times and the Landlord refused.

The Tenant also claimed ferry costs, gas and postage costs. She was informed during the hearing these items were not recoverable under the *Residential Tenancy Act*.

By amendment filed December 15, 2016 the Tenant also claimed return of her stand up freezer which she claims was left in the garage.

In response to the Tenant's claim, the Landlord testified as follows. She confirmed that the rent was \$1,500.00 and that the Tenant paid a security deposit of \$750.00.

The Landlord confirmed that she did not perform a move in condition inspection at the time the tenancy began as the rental unit was "very clean". She confirmed that she is now aware that she was required to do such an inspection at that time.

The Landlord stated that the Tenant paid the security deposit in cash and cheque. She confirmed that she has not returned any portion of the security deposit. The Landlord further stated that the Tenant did not authorize her to retain any portion of the security deposit.

The Landlord also stated that she did not do a move out condition inspection with the Tenant as she was not able to get in touch with the Tenant.

The Landlord further stated that she did not receive the Tenant's October 27, 2016 letter providing her with her forwarding address. She stated that the only letter she received was a letter from the Branch dated December 29, 2015 providing her with a date of the hearing.

The Landlord stated that she was not aware there was water damage to the rental unit and as such did not have any knowledge of the Tenant's compensation claim for items she says were damaged by water.

The Landlord confirmed that the Tenant may return to the rental unit to retrieve the night light, the citronella oil and the stand-up freezer as she continues to hold them in the garage.

In the Landlord's Application for Dispute Resolution filed July 14, 2016 she prepared a document titled "Charges to Repair Suite" and in which she claimed the following:

Clean dirty carpets	\$250.00
Wiping all walls	\$450.00
Stove dirty	\$75.00
Kitchen cabinets dirty	\$150.00
FRIDGE shelves broken	\$100.00
Baseboard heater dirty in bedroom	\$75.00
Dinning room light cover broken	\$125.00
Master bedroom light cover broken	\$200.00
Master bedroom closet doors broken	\$175.00
Hole in bedroom	\$200.00
Blinds missing 11 windows	\$1,165.00
Window curtains & rollers missing	
Hallway light missing cover	\$125.00
Missing Electrical covers	\$50.00
Remove garbage/lumber from side yard	\$80.00
Remove unauthorized addition & furnace From garage	\$2,500.00
Keys provided September 3	\$180.00
\$1800(monthly rent)/30days x3 additional days	
TOTAL	\$5,900.00

The Landlord testified that the carpet was not professionally cleaned when the tenancy ended.

The Landlord submitted photos of the rental unit which depicted the following:

- significant staining of the carpets;
- missing window treatments;
- staining, rust and general deterioration of the electric stove element drip trays;
- an unclean oven;
- dirty light switches;
- a broken shelf in the freezer
- kitchen cabinets, which appeared not to be cleaned either inside and out;
- dirt build up on the light switches and in some cases missing light switch covers;
- a broken closet door in the bedroom;
- a large hole in the bedroom; and,
- missing light covers and burned out light bulbs.

The Landlord claimed \$1,165.00 for the cost of the blinds and window treatments as well as the "rollers" which she claimed were removed by the Tenant. She testified that the amount claimed was the estimated cost to replace the blinds. In support she provided a quote dated January 18, 2016 wherein three options were provided. Notably, the amount claimed by the Landlord is the lowest amount claimed.

The Landlord also claimed \$2,500.00 for the cost to remove a furnace which she claims the Tenants installed in the garage without her knowledge or consent. She confirmed this is not a cost she has yet to incur but is an estimated cost.

The Landlord also claimed \$180.00 for three additional days of rent as the Tenant vacated the rental unit on September 3, 2015 as opposed to the end of August 2015.

The Landlord confirmed that she has not re-rented the rental unit as she has not been in a financial position to clean the rental unit and make the necessary repairs to make it rentable.

In reply the Tenant stated that she had the carpets professionally cleaned in 2009 and at that time the cleaners stated that the carpet could not be cleaned and should be replaced. She stated that she discussed this with the landlord and the Landlord refused. The Tenant also stated that the carpets were at least 6 years old at the time she moved in because she knew the tenants who lived there before and they had pets and confirmed the carpets were the original. As such, the Tenant stated the carpets were nearly 20 years old at the end of the tenancy and required replacement.

The Tenant stated that the previous tenants had a "goth daughter" who burned incense all the time and the room had to be completely renovated. The Tenant stated that the baseboard heater was damaged when they moved in.

The Tenant stated that she is a seamstress and wanted to put up her own window treatments. The Tenant further stated that the blinds and curtains and attachments which were provided by the Landlord remain in the rental unit and are all hanging in a bag underneath the basement stairs.

The Tenant further stated that she cleaned the stove and the burner plates as well as she could but stated they needed to be replaced due to age. The Tenant further stated that she did not have any hot water when she cleaned the rental unit and that is why she could not clean the stove or oven.

When I asked the Tenant if the photos of the rental unit accurately depicted its condition at the end of the tenancy, the Tenant replied: "I did a good house cleaning once a year".

The Tenant stated that she purchased the parts to fix the freezer and the parts are at the rental unit in one of the kitchen drawers.

The Tenant further stated that she did not clean under the sink because she wears two leg braces and could not clean under the sink. She stated that she cleaned the outside of the cabinets in addition to climbing on a ladder to clean the uppers.

In response to the Landlord's claim regarding the broken closet door track the Tenant confirmed it was broken when her former husband lived in the rental unit but, due to the age of the doors, she could not have it fixed because the parts are no longer available.

The Tenant stated that she put the fan and light in the rental unit at her own cost and she was not aware it was broken. In any case, she opposed paying for any repair costs as she purchased the fan and light initially.

The Tenant further stated that she did not know there was a hole in the wall until she moved her furniture.

In terms of the Landlord's claim regarding the missing light switch cover the Tenant stated that she removed it to paint and it "must be in the room".

The Tenant stated that the hallway light fixture was taken off because there was something wrong with the wiring.

The Tenant confirmed that the hollow core door in the bathroom was damaged by her daughter and she was agreeable to paying for its replacement.

In response to the Landlord's claim regarding the cost to remove the furnace the Tenant stated that her former husband and the male Landlord, P.P., had a discussion about building an addition for the furnace for the garage. The Tenant further stated that P.P. agreed to the building of the addition.

The Tenant stated that she took "extra days" to move out as the Landlord told her she was not re-renting the unit. She was therefore opposed to paying for any loss of rent.

The Tenant stated that the satellite dish and wood was left behind by the former tenant and she is opposed to paying for its removal.

In reply, the Landlord stated that in 2000 she replaced the carpets and they were therefore "brand new" when the tenancy began. She also stated that the previous renters had "carpets on carpets" and as such they were "absolutely clean" when the tenancy began.

The Landlord testified that the stove was approximately three years old when the tenancy began. The Landlord further stated that she bought the Tenants a new stove during the tenancy. She also stated that she purchased a new fridge and two dishwashers.

The Landlord confirmed that she did not paint the walls during the tenancy but gave the Tenants \$500.00 to paint the rooms at one point during the tenancy.

The Landlord stated that the Tenant never informed her that the window coverings were still in the rental unit.

The Landlord further stated that there was no agreement between her husband and the Tenant's former husband regarding the building of an addition to house a furnace.

The Landlord stated that there was no replacement part for the refrigerator as claimed by the Tenant.

At the conclusion of the hearing the Landlord reiterated that she was agreeable to the Tenant retrieving her items. In response, the Tenant stated that she could not set a time to retrieve her items, despite the fact the Landlord was willing to arrange for their return.

### Analysis

Utilizing the Deposit Interest Calculator on the Residential Tenancy Branch webpage, I have determined that the interest payable on the \$750.00 security deposit is \$26.56; accordingly, the amount the Landlord continues to hold in trust is \$776.56.

The Tenant seeks return of double the security deposit. Such claims are dealt with by section 38 of the *Residential Tenancy Act* which provides as follows:

### **Return of security deposit and pet damage deposit**

**38** (1) Except as provided in subsection (3) or (4) (a), within 15 days after the later of

(a) the date the tenancy ends, and

(b) the date the landlord receives the tenant's forwarding address in writing,

the landlord must do one of the following:

(c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;

(d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

(2) Subsection (1) does not apply if the tenant's right to the return of a security deposit or a pet damage deposit has been extinguished under section 24

(1) *[tenant fails to participate in start of tenancy inspection]* or 36 (1) *[tenant fails to participate in end of tenancy inspection]*.

(3) A landlord may retain from a security deposit or a pet damage deposit an amount that

(a) the director has previously ordered the tenant to pay to the landlord, and

(b) at the end of the tenancy remains unpaid.

(4) A landlord may retain an amount from a security deposit or a pet damage deposit if,

(a) at the end of a tenancy, the tenant agrees in writing the landlord may retain the amount to pay a liability or obligation of the tenant, or

(b) after the end of the tenancy, the director orders that the landlord may retain the amount.

(5) The right of a landlord to retain all or part of a security deposit or pet damage deposit under subsection (4) (a) does not apply if the liability of the tenant is in relation to damage and the landlord's right to claim for damage against a security deposit or a pet damage deposit has been extinguished under section 24 (2) [*landlord failure to meet start of tenancy condition report requirements*] or 36 (2) [*landlord failure to meet end of tenancy condition report requirements*].

(6) If a landlord does not comply with subsection (1), the landlord

(a) may not make a claim against the security deposit or any pet damage deposit, and

(b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable.

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows.

There was no evidence to show that the Tenant had agreed, in writing, that the Landlords could retain any portion of the security deposit.

I find that the Tenant provided her forwarding address to the Landlords by letter dated October 27, 2015. I further find that the Tenant attempted to contact the Landlords by telephone to discuss the return of her deposit. There was no evidence before me to show that the Landlords had applied for arbitration, within 15 days of the end of the tenancy or receipt of the forwarding address of the Tenant, to retain a portion of the security deposit, as required under section 38.

Further, by failing to perform incoming or outgoing condition inspection reports in accordance with the *Act*, the Landlords also extinguished their right to claim against the security deposit for damages, pursuant to sections 24(2) and 36(2) of the *Act*.

The security deposit is held in trust for the Tenant by the Landlords. The Landlords may only keep all or a portion of the security deposit through the authority of the *Act*, such as the written agreement of the Tenant an Order from an Arbitrator. If the Landlords believe they are entitled



to monetary compensation from the Tenant, they must either obtain the Tenant's consent to such deductions, or obtain an Order from an Arbitrator authorizing them to retain a portion of the Tenant's security deposit. Here the Landlords did not have any authority under the *Act* to keep any portion of the security deposit.

Having made the above findings, I must Order, pursuant to section 38 and 67 of the *Act*, that the Landlord pay the Tenant the sum of **\$1,553.12**, comprised of double the security deposit and interest (2 x \$776.56).

I find the Tenant has failed to prove her claim for \$91.82 for "Damaged stuffing & curtain" which she says were damaged when the roof leaked during the tenancy. I accept the Landlord's evidence that she was unaware of any leak.

I also dismiss the Tenant's claim for compensation for items she left at the rental unit as the Landlord is willing to arrange for their return.

I will now turn to the Landlords' claim for compensation in the amount of \$5,900.00 for cleaning of and the cost to repair damage of the rental unit.

The Landlord failed to perform an incoming condition inspection report. Accordingly, aside from the parties' respective testimony, there is no evidence as to the condition of the rental when the tenancy began. Similarly, there was no move out condition inspection report.

In a claim for damage or loss under section 67 of the *Act* or the tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities. In this case, the Landlords have the burden of proof to prove their claim.

Section 7(1) of the *Act* provides that if a Landlord or Tenant does not comply with the *Act*, regulation or tenancy agreement, the non-complying party must compensate the other for damage or loss that results.

Section 67 of the *Act* provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

The condition in which a Tenant should leave the rental unit at the end of the tenancy is defined in section 37 of the *Act* as follows:

37 (2) When a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

Normal wear and tear does not constitute damage. Normal wear and tear refers to the natural deterioration of an item due to reasonable use and the aging process. A tenant is responsible for damage they may cause by their actions or neglect including actions of their guests or pets.

To prove a loss and have one party pay for the loss requires the claiming party to prove four different elements:

- proof that the damage or loss exists;
- proof that the damage or loss occurred due to the actions or neglect of the responding party in violation of the Act or agreement;
- proof of the actual amount required to compensate for the claimed loss or to repair the damage; and
- proof that the applicant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

Where the claiming party has not met each of the four elements, the burden of proof has not been met and the claim fails. In this case, the Landlords have the burden of proof to prove their claim.

The Landlords claimed \$250.00 representing the cost to clean the carpets. The Landlord claimed they were new when the tenancy began. The Tenant submitted they were at least six years old at the time the tenancy began such that she believes they were likely closer to 20 years old. As this was a 13 year tenancy, and there was no evidence before me that the carpets had been replaced during the tenancy, the carpets were at least 13 years old at the end of the tenancy.

*Residential Tenancy Policy Guideline 40—Useful Life of Building Elements* provides as follows:

When applied to damage(s) caused by a tenant, the tenant's guests or the tenant's pets, the arbitrator may consider the useful life of a building element and the age of the item. Landlords should provide evidence showing the age of the item at the time of replacement and the cost of the replacement building item. That evidence may be in the form of work orders, invoices or other documentary evidence.

If the arbitrator finds that a landlord makes repairs to a rental unit due to damage caused by the tenant, the arbitrator may consider the age of the item at the time of replacement and the useful life of the item when calculating the tenant's responsibility for the cost or replacement.

*Policy Guideline 40* also provides a table setting out the life, in years, of such building elements. According to this table, carpets have a 10 year useful building life; as the carpets were at least

13 years old, and possibly older, I dismiss the Landlords' claim for compensation to professionally clean the carpets as I find the carpets required replacement due to their age.

*Policy Guideline 40* further provides that interior paint has a useful life of four years. The Landlord testified that the walls had been painted at one time during the tenancy. Neither party provided evidence as to when that occurred. The photos of the rental unit taken by the Landlord at the end of the tenancy support a finding that the walls require repainting, not simply wiping. I dismiss the Landlord's claim for \$450.00 for wiping the walls.

The photos of the stove confirm that the Tenant failed to clean the stove as required. I accept the Landlords' evidence that the stove was replaced during the tenancy. I therefore award them **\$75.00** for the cost to clean the stove.

Similarly, I find the Tenant failed to clean the kitchen cabinets as required. Although she may have mobility issues, that does not relieve her of the responsibility to clean the cabinets at the end of the tenancy. As this was clearly not done, I award the Landlords the **\$150.00** claimed to clean the cabinets.

The Tenant testified that she broke a shelf in the refrigerator during the tenancy. She claimed to have purchased the replacement part and left it in the kitchen. The Tenant failed to submit a receipt to show she had purchased this part. The Landlords denied such a replacement part was purchased by the Tenant or in the kitchen. I find it more likely that the part was not purchased and accordingly award the Landlords the **\$100.00** claimed for the replacement part.

The Tenant stated that the damage to the baseboard heater existed at the start of the tenancy and was caused by the former tenants' daughter. Without further evidence from the Landlords, I am unable to find that this damage was caused by the current Tenant. Accordingly, I dismiss their claim for compensation in this regard.

The Landlords claimed the cost to replace the light covers in the dining room, master bedroom and hallway. They did not provide receipts to support their monetary claims in this regard. The Landlords also failed to submit any evidence as to the age of these fixtures. The Tenant submitted that she purchased the fan and light in one of the rooms, and that the other cover was removed due to electrical issues. The photos submitted by the Landlords show three fixtures were broken and several lights were burned out. I award the Landlords **\$100.00** as a nominal amount for the cost to replace the broken portions of the light fixtures and to replace light bulbs.

The Landlords also claimed \$175.00 as compensation for the damaged master bedroom closet doors. The Tenant admitted the doors were damaged during the tenancy but stated that she was unable to attend to this repair due to the age of the doors. *Policy Guideline 40* provides that doors have a useful building life of 20 years as such at the end of the tenancy the doors were at least 13 years old, or with only 35% remaining of their useful life. I award the Landlords the sum of **\$61.25** representing the 35% of the \$175.00 claimed.

The Landlords also sought compensation in the amount of \$200.00 for the cost to repair a hole in the wall. The Tenant testified that she was unaware of the hole in the wall until she moved her furniture. I find it likely this occurred during the tenancy. However, I find the \$200.00 claimed to be excessive and I therefore award the Landlords the sum of **\$50.00**.

The Landlords also claimed the sum of \$1,165.00 as the cost to replace the window treatments. The Tenant testified that she removed them at the start of the tenancy and replaced them with handmade window treatments. She further testified that the Landlords' window treatments remain at the rental unit. *Policy Guideline 40* provides that such window treatments require replacement every 10 years. As the tenancy was 13 years, I find it likely that the window treatments would have required replacement in any event of the tenancy. Accordingly, I dismiss the Landlords' claim in this regard.

The Landlords also sought compensation in the amount of \$50.00 for missing electrical switch covers. The Tenant conceded that she had removed these covers when painting the rental unit. She did not dispute the amount claimed only to suggest they were "somewhere" in the rental unit. I find it likely the covers are missing and therefore award the Landlords the **\$50.00** claimed.

The Landlords also sought compensation for the cost to remove lumber and garbage from the rental unit. The Tenant submitted that these items were left by the previous renters. I find it more likely that the Tenant left these items as there was no evidence before me that she had requested their removal at any time during the tenancy. Accordingly, I award the Landlords the **\$80.00** claimed.

The Landlords also sought the sum of \$2,500.00 representing the estimated cost to remove the addition and furnace from the garage. The Tenant testified that her former partner and the male Landlord, P.P. discussed the need to build the addition for the furnace to provide heat for the garage. Only the female Landlord testified at the hearing and she denied such an agreement existed.

*Residential Tenancy Policy Guideline 1—Landlord & Tenant: Responsibility for Residential Tenancy Premises* provides in part as follows:

### **RENOVATIONS AND CHANGES TO RENTAL UNIT**

1. Any changes to the rental unit and/or residential property not explicitly consented to by the landlord must be returned to the original condition.
2. If the tenant does not return the rental unit and/or residential property to its original condition before vacating, the landlord may return the rental unit and/or residential property to its original condition and claim the costs against the tenant. Where the landlord chooses not to return the unit or property to its original condition, the landlord

may claim the amount by which the value of the premises falls short of the value it would otherwise have had.

I find the Tenant has failed to prove the Landlords explicitly consented to the building of the addition for the furnace and the Tenant is therefore responsible for the cost to remove the addition.

The Landlord testified that the addition has not been removed and that the estimated cost for its removal is \$2,500.00. No supporting evidence such as estimates, or photos of the addition were provided to me. Accordingly, I award the Landlords the nominal sum of **\$500.00** for the removal of the addition and furnace.

The Landlord claimed that the Tenant returned the keys on September 3, 2015 and accordingly she sought the sum of \$180.00 representing \$60.00 a day (\$1,800.00 per month rent / 30 days = \$60.00 x 3 = \$180.00). The Tenant confirmed she took a few days extra to move her items out of the rental unit. As the Tenant over-held her tenancy by three days, I award the Landlords the **\$180.00** claimed.

In total, I award the Landlords **\$1,346.25** for the following:

Cleaning of stove and oven	\$75.00
Cleaning of Kitchen cabinets	\$150.00
Replacement of refrigerator shelf	\$100.00
Nominal amount for light fixtures and light bulb	\$100.00
Replacement of master bedroom closet doors (discounted due to age)	\$61.25
Cost to repair hole in bedroom wall	\$50.00
Missing Electrical covers	\$50.00
Remove garbage/lumber from side yard	\$80.00
Nominal sum for removal of addition & furnace from garage	\$500.00
Keys provided September 3	\$180.00
\$1800(monthly rent)/30days x3 additional days	
<b>TOTAL</b>	<b>\$1,346.25</b>

As the parties shared divided success, I order that they each bear the cost of their filing fee.

The amounts awarded to each, namely \$1,553.12 to the Tenant and \$1,346.25 to the Landlords are to be offset against one another such that the Tenant is entitled to the balance due in the amount of **\$206.87**. The Tenant is awarded a Monetary Order in this amount and must serve the Order on the Landlords as soon as possible. Should the Landlords fail to pay the amount awarded the Tenant may file and enforce the Order in the B.C. Provincial Court (Small Claims Division).

As noted during the hearing, the Landlord confirmed she continued to store some of the Tenant's items and was willing to return them to the Tenant. I Order that the Tenant must retrieve her items, including her citronella oil, night light and upright fridge within 60 days of the date of this decision. Should she fail to do so, the Landlords may dispose of those items and are at liberty to apply for further compensation for the cost of this disposal.

Conclusion

The Tenant is granted a Monetary Order in the amount of **\$206.87**.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: February 10, 2017.

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Residential Tenancy Branch