Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction

These hearings were convened by way of conference call in response to an Application for Dispute Resolution (the "Application") made by the Landlords on June 15, 2016 for a Monetary Order for: damage to the rental unit; for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the "Act"), regulation or tenancy agreement; to keep the Tenant's security and pet damage deposits; and to recover the filing fee from the Tenant.

Both parties appeared for the hearings. However, only the male Landlord, the Tenant and the Tenant's witness provided affirmed testimony. At the first hearing which took place on December 8, 2016, the Tenant confirmed receipt of the Landlords' Application and their documentary and photographic evidence. The Tenant had provided written submissions prior to that hearing but stated that the she had not provided a copy of these written submissions to the Landlords as required by the Residential Tenancy Branch Rules of Procedure. The Landlord objected to the use of these written submissions stating that he was disadvantaged by not knowing what position the Tenant was taking prior to this hearing.

As the Tenant failed to provide a copy of her written submissions to the Landlords prior to that hearing, I declined to consider them and did not allow any further evidence to be submitted for the reconvened hearing. The parties raised a number of other issues during the adjourned hearing and these matters were addressed in my Interim Decision dated December 9, 2016, which should be read in conjunction with this Decision.

The hearing process was explained to the parties. Both parties were given a full opportunity to present their evidence, make submissions to me, and cross examine the other party and the witnesses on the evidence provided. While I have considered all the permitted evidence in this case, I have only documented that evidence which I relied upon to make findings in this Decision.

Issue(s) to be Decided

- Are the Landlords entitled to costs for the cleaning of the rental unit?
- Are the Landlords entitled to losses for the Tenant's failure to return items belonging to the Landlords?
- Have the Landlords extinguished their right to keep the Tenant's security and pet damage deposits?
- Are the Landlords allowed to keep or make a deduction from the Tenant's security and pet damage deposits?

Background and Evidence

The parties agreed that this tenancy started in August 2011. Rent in the amount of $1,600.00 was payable on the first day of each month but was reduced at some point during the tenancy to $1,250.00 per month.

The Tenant testified that she paid $1,050.00 as a security deposit at the start of the tenancy and $400.00 as a pet damage deposit because the Tenant got a dog in 2012. The security and pet damage deposits are herein referred to in this Decision as the "Deposits". The Landlord confirmed that they retain a total of $1,450.00 in the Tenants' Deposits.

The parties confirmed that the Tenant had provided her forwarding address verbally to the Landlords after the tenancy ended. Pursuant to the requirements of the Act, the Tenant sent the Landlords a letter with that same forwarding address in writing by registered mail on June 3, 2016, which was received by the Landlords on June 16, 2016. However, the Landlords had already by that point filed the Application on June 15, 2016 using the forwarding address the Tenant had verbally provided.

The parties completed a move-in Condition Inspection Report ("CIR") on August 16, 2011. The parties confirmed that the tenancy ended pursuant to a 2 month notice to end tenancy for owner occupancy which was served to the Tenant with a vacancy date of May 31, 2016.

The Landlord testified that the Tenant phoned him on May 31, 2016 informing him that she was nearing the process of moving out her belongings from the rental unit but requested whether she could return on June 2 or June 3, 2016 to do the cleaning of the rental unit. The Landlord testified that he could not accommodate this request and informed the Tenant of this.

The Landlord testified that as the Tenant was supposed to have vacated the rental unit by 1:00 p.m. on May 31, 2016 he attended the rental unit at 2:00 p.m. that day to do the move-out condition inspection of the rental unit with the Tenant. However, when he attended the rental unit, the Tenant was busy still moving out and she unable to take part because she had to leave with the movers who were moving her property from the rental unit.

The Landlord testified that he informed the Tenant that he could do the move-out condition inspection with the Tenant the next day on June 1, 2016; however, the Tenant stated that she could not make this date. The Landlord testified that as a result, he attended the rental unit on June 1, 2016 and completed the move-out CIR in the absence of the Tenant.

The Landlord confirmed that he had not provided the Tenant anything in writing up until this point, and that the arrangements with regards to the completion of the move-out CIR were made verbally. The Landlord testified that on June 1, 2016 he attended the rental unit and deemed that it was abandoned because the Tenant left behind a small amount of possessions and junk as evidenced by his photographs. As a result, he took possession of the rental unit.

The Landlord testified that he emailed the Tenant on June 10, 2016 and June 11, 2016 to give her further opportunity to complete the move-out CIR as he had not yet moved into the rental unit. However, the Tenant refused to attend. The Landlord referred to email communication he had provided with this documentary evidence to support this testimony.

The Tenant testified she had phoned the Landlord on May 31, 2016 to request more time to complete the move-out CIR, namely on June 2 or June 3, 2016, as she was too busy with moving to do it on May 31, 2016 and because she had to leave the rental unit to accompany the movers.

The Tenant testified that the Landlord refused her request and entered the rental unit at 2 p.m. on that day without her permission. The Tenant confirmed that she denied the Landlord’s offer to do the move-out CIR the next day on June 1, 2016 because she could not make this date.

The Tenant denied receipt of the email evidence the Landlord was referring to in this hearing but confirmed her email address and the contents of the June 10 and June 11, 2016 emails as read out by the Landlord, and confirmed by me, in the hearing. The Tenant submitted that she was not in a position to agree to any move-out CIR on June

10 or June 11, 2016 because the Landlord had denied her the opportunity to do it at the end of the tenancy, namely on June 2 or June 3, 2016. At the reconvened hearing, the Tenant's witness, who is the Tenant's handy man, testified that he heard the Tenant calling the Landlord on May 31, 2016 requesting to change the date of the move-out CIR and the Landlord's subsequent denial of that request.

The Landlord was asked to present the monetary claim against the Tenant. The Landlord explained since making the claim for the amount on the Application of $3,499.64, it had reduced to $3,220.71 because they had been able to obtain receipts, as opposed to estimates for the claim amounts. The Landlords detailed their revised claim in a typed monetary order document which the Tenant confirmed receipt of.

The Landlords claim $270.00 for cleaning of the rental unit as per the submitted invoice for this cost. The Landlords provided photographic evidence to show the lack of cleaning the Tenant had done by the end of the tenancy including a dirty toilet.

The Tenant testified that the Landlord had not given her an opportunity to do the cleaning to the rental unit and that the stains in the toilet were because the flush was not working and therefore the toilet was not used. The Tenant testified that she verbally informed the Landlords of this toilet repair during the tenancy but had not put this in writing. The Landlord disputed the Tenant had notified him of any toilet repair.

The Landlords claim $105.00 for professional cleaning of the carpets as evidenced by an invoice which had to be cleaned because the Tenant had pets in this tenancy. The Landlords provided photographic evidence to show the staining to the carpets. The Tenant testified that she had not been given an opportunity by the Landlords to complete the cleaning of the carpets and that she had made arrangements for a carpet cleaning company to attend on June 3, 2016 to clean the carpets.

The Landlord testified the Tenant failed to clean the outside decks that were part of the tenancy. The Landlord provided photographs of the deck which show that they were covered in dirt/mud and had some empty cardboard boxes on them. As a result, the Landlords had to get this cleaned at a cost of $157.50, which was supported by an invoice.

The Tenant said that she used the decks to store plants on and this is where the mud/dirt came from. The Tenant submitted that she had not cleaned the decks because they were structurally unsafe to go out on. The Tenant submitted that the decks were leaking throughout the tenancy and that the Landlord made attempts to fix the leaking issues which she submitted was what made them unsafe to go out on. The Tenant's

witness testified that he had attended the rental unit to seal the front deck which had come away from the house and was sloping water towards the house. The Tenant's witness confirmed that he was not an expert in structural engineering and could not say whether the deck was unsafe to stand on.

The Landlord rebutted this testimony stating that he did attend to the leaks reported by the Tenant during the tenancy but he was not aware of any structural issues the Tenant was alleging. The Landlord stated that this hearing was the first time he was learning of an alleged structural issue with the decks and questioned the reliability of the evidence given by the Tenant's witness.

The Landlord claims $117.36 and $67.16 for re-keying of the front door locks and the remainder doors of the rental unit respectively. The Landlord testified that the Tenant failed to return the keys to him and as a result, he had to get the front door lock re-keyed on May 31, 2016 because this was an urgent issue. The Landlords then had the remaining door locks changed on July 5, 2016 after the Tenant failed to give those keys back.

The Tenant responded that she did not give the keys back to the Landlords because she had not fully moved out and was intending to come back to retrieve the remainder of her belongings which were left at the rental unit. The Tenant and her witness confirmed that the Tenant's witness had gone back and forth to the rental unit by prior arrangement with the Landlords several times to exchange belongings.

The Landlord testified that during the tenancy, the Tenant took off three shower heads and replaced them with her own. At the end of the tenancy, the Tenant failed to replace or return these to the Landlord. As a result, the Landlords claim $60.45 for this cost. However, the Landlords only provided an invoice for a cost of $40.30 into evidence.

The Tenant confirmed that she had taken off the original shower heads and replaced them with massage ones she used at the start of the tenancy. The Tenant explained that during her move out she had a handy man take the ones off that she had put on but the handy man could not re-install the original ones as he was busy helping her to move out. The Tenant testified that her handy man left the Landlord's shower heads at the rental unit but the Landlord had sent them back to her via the handyman when he came to collect the Tenant's property because he had purchased new ones.
The Landlord disputed this testimony stating that no shower heads were left by the Tenant at the rental unit which is why he had to replace them.

The Landlords claim $8.66 for having to purchase a light switch cover and a “goof off” product to get rid of the sticky mess that was left behind after removing hooks which the Tenant had put up on the kitchen cabinets. The Landlord provided photographs of the hooks and missing light switch cover to support this claim.

The Tenant testified in the adjourned hearing that she had found the light switch plates in her belongings after she had moved and stated that the movers must have accidently packed this. The Tenant stated that she had her agent return these to the Landlords in July 2016. The Tenant confirmed that she had put the hooks up to cover holes in the walls. However, at the adjourned hearing, the Tenant stated that I had inaccurately recorded the above testimony and that the light switch covers were all left at the rental unit. The Landlord denied this testimony.

The Landlords claim $836.00 for the replacement cost of three vertical blinds which they claim the Tenant damaged during the tenancy and $225.00 for install costs as estimated by them. The Landlord testified that the Tenant had cut, folded and damaged the three blinds and had also taken the weights out from the bottom of the blinds. The Landlord was unable to provide any evidence on how old the blinds were but acknowledged that there would likely be some depreciation. The Landlord testified that the house was built approximately in 1985 and they purchased the house in 2011.

The Tenant disputed the Landlords’ claim stating that the blinds were very old and slowly disintegrating. The Tenant stated that she does not know how the blinds were cut or how the metal weights fell out of the blind. The Tenant submitted that these may have fallen out due to reasonable wear and tear. The Landlord disputed the Tenant’s testimony that it was wear and tear.

The Landlord claims $441.00 for the replacement cost of vinyl flooring which the Tenant is alleged to have damaged. The Landlord provided photographic evidence of the flooring and testified that it had staining on it which could not be removed. The Landlord was unable to determine the original age of the flooring.

The Tenant testified that the vinyl flooring was old and that the stain was due to a leaking kitchen faucet which she reported to the Landlords by phone. The Tenant testified that she did not know how the stain got there but suggested that the glue underneath may have got wet from the leak and resulted in the stain from underneath. The Landlord disputed that he was never informed of any staining to the vinyl flooring but acknowledged there was an issue with a leaking faucet, but this was some distance away from the stained area of the vinyl flooring.

The Landlords claim $44.64 for the replacement of the garage door clickers which the Tenant failed to return at the end of the tenancy. The Tenant confirmed that she did not return these to the Landlords as they must have been taken by the movers because they are in her possession.

The Landlords testified that they had provided the Tenant with a shop vac during the tenancy. However, this was not returned at the end of the tenancy by the Tenant. Therefore, the Landlords claim $69.97 from the Tenant based on a receipt showing the purchase of a similar model.

The Tenant confirmed that she had been provided with a shop vac from the Landlord for this tenancy. However, the Tenant stated that her movers accidently took the base of the shop vac, but not the hoses and attachments. The Tenant stated that she sent an email to the Landlords saying that she would send it back with her agent who was coming to the rental unit. The Tenant testified that the Landlord informed her that he did not have the hoses so the Tenant felt that it was not worth returning it back to the Landlord as it would have been useless. The Landlord disputed this testimony and confirmed that the entire shop vac was missing at the end of the tenancy.

The Landlord claims $82.86 for the replacement cost of a similar kitchen sink that the Tenant had damaged. The Landlord provided a photograph of this damage and an invoice to support the cost being claimed.

The Tenant confirmed that she had cracked one of the double sink bowls of the kitchen sink with a large block of ice and that this happened two or three years into the tenancy. The Tenant explained that she had informed the Landlords of this damage and explained that she would replace the sink but the underneath cabinets would have to be cut for a newer sink.

The Tenant testified that the Landlords stated that if she was willing to put up with the crack using the second sink bowl, then she was not required to replace it as the Landlords were going to be doing major renovations to the rental unit after the tenancy. The Tenant asserted that she spent the rest of the tenancy with a single kitchen sink on the basis that she would not be held responsible for the replacement cost of a similar sink.
The Landlord disputed this testimony stating that the Tenant had informed them of this damage during the tenancy and acknowledged that she would be responsible for the paying for the replacement. The Landlord testified that he offered the Tenant to replace it straight away at her own cost or, alternatively, the Tenant could put up with it on the proviso that she would be responsible for the replacement cost at the end of the

tenancy which the Landlords would replace and charge her for. The Landlord testified that the Tenant agreed to the second option offered.

The Landlord claims $82.86 for the replacement of the living room patio screen and $239.00 for the replacement of a vertical blind in the bachelor suite of the rental unit. The Landlord provided photographs and invoices for these costs and suggested that the damage to the patio screen may have come from the Tenant's dog. The Tenant stated that the screen and blinds were extremely old. The Tenant submitted that the Landlord's photographs show how old the rental unit is and that these items were at the end of their life expectancy, namely in the 1990s. The Tenant submitted that the damage the Landlord was refereeing to on the patio screen was reasonable wear and tear and that it could have emanated from birds or rodents.

The Landlords had also claimed for mailing costs incurred by them for this hearing. In this respect, I informed the Landlords during the hearing that the Act does not allow me to award costs associated with preparation for dispute resolution and such costs must be borne by each party. Therefore, these portions of the monetary claim are dismissed.

Analysis

I have carefully considered the evidence provided by the parties in this case and I make the following findings on the balance of probabilities. The Act requires a landlord to deal properly with a tenant's security deposit after a tenancy ends. A landlord may extinguish their right to claim a Deposit if they do not act properly in accordance with the Act. Therefore, I first turn my mind to the issue of whether the Landlords have extinguished their right to the Tenant's Deposits.

Firstly, I find the Landlords filed the Application prior to the requirement for a landlord to file it within the 15 day time limit imposed by Section 38(1) of the Act after the Tenant provided her forwarding address to the Landlord in writing by registered mail.

Secondly, Section 35(1) and (2) of the Act states that at the end of a tenancy, a landlord and tenant must inspect the rental unit together and the landlord must offer the tenant at least two opportunities, as prescribed, for the condition inspection.
The prescribed instructions to complete a move-out condition inspection are laid out in Part 3 of the Residential Tenancy Regulation (the "Regulation"). In particular, Section 17 of the Regulation states:

> **17** (1) A landlord must offer to a tenant a first opportunity to schedule the condition inspection by proposing one or more dates and times.

(2) If the tenant is not available at a time offered under subsection (1),

(a) the tenant may propose an alternative time to the landlord, who must consider this time prior to acting under paragraph (b), and

(b) the landlord must propose a second opportunity, different from the opportunity described in subsection (1), to the tenant by providing the tenant with a notice in the approved form.

(3) When providing each other with an opportunity to schedule a condition inspection, the landlord and tenant must consider any reasonable time limitations of the other party that are known and that affect that party's availability to attend the inspection.

In addition, Policy Guideline 17 provides detailed guidance on how to deal with a security deposit at the end of a tenancy, in particular, point number 7 states in part:

The right of a landlord to obtain the tenant's consent to retain or file a claim against a security deposit for damage to the rental unit is extinguished if:

• the landlord does not offer the tenant at least two opportunities for inspection as required (the landlord must use Notice of Final Opportunity to Schedule a Condition Inspection (form RTB-22) to propose a second opportunity).

In this case, the evidence before me is that when the Landlord attended the rental unit on the last day of the tenancy, May 31, 2016, the Tenant was not in a position to undertake a move-out condition inspection of the rental unit because the Tenant was still in the process of moving out and had to leave with the movers. At this point, the Landlord had on obligation under the Regulation to provide the Tenant with a second opportunity to complete the move-out inspection on approved form number RTB 22 for June 1, 2016.

However, while the Landlord argued that he had verbally given the Tenant an opportunity to come back to do the move-out condition inspection on June 1, 2016 and on June 10 and June 11, 2016 by email, the Landlord failed to use the approved form which is a requirement of the Regulation.

If the Landlord had issued the Tenant with the proper notice on the approved form either to the Tenant on May 31, 2016 to conduct the inspection for June 1, 2016 or used the approved form to serve by email as he had contact with the Tenant by email on June 10 and June 11, 2016, the Landlord would have met the reporting requirements of the Act.

Therefore, based on the foregoing, I find the Landlords extinguished their right to make a claim for damages to the rental unit from the Tenant's Deposits because they failed to conform to the reporting requirements of the Act. As a result, I place little evidentiary weight on the move-out CIR provided by the Landlords into evidence. However, point number 9 of Policy Guideline 17 states the following:

> A landlord who has lost the right to claim against the security deposit for damage to the rental unit, as set out in paragraph 7, retains the following rights:
>
> • to obtain the tenant's consent to deduct from the deposit any monies owing for other than damage to the rental unit;
> • to file a claim against the deposit for any monies owing for other than damage to the rental unit;
> • to deduct from the deposit an arbitrator's order outstanding at the end of the tenancy; and
> • to file a monetary claim for damages arising out of the tenancy, including damage to the rental unit.

The Landlord's monetary claim against the Tenant not only discloses a claim for damage/lack of cleaning to the rental unit, but for monies owed for the failure to return keys and other items missing from the rental unit which I find is not damage to the rental unit. Accordingly, I continue to make findings on Landlords' monetary claim for these losses through the Tenant's Deposits as follows.

Section 37(1) of the Act states that unless a tenant and landlord otherwise agree, the tenant must vacate the rental unit by 1 p.m. on the day the tenancy ends. In this case, the undisputed evidence before me is that the tenancy ended on May 31, 2016 which is the date the Tenant was required to have vacated the rental unit. However, I find the Tenant failed to vacate the rental unit on this date and time and the landlord was under no obligation to extend the length of the tenancy in order to allow the Tenant more time to clean the rental unit.

Section 37(2) of the Act provides that a tenant must leave the rental unit reasonably clean and undamaged at the end of the tenancy. In this case, I am satisfied by the Landlord's photographic evidence that the Tenant failed to clean the rental unit. I find the Tenant provided insufficient evidence that she had informed the Landlords of a repair issue with the toilet and this was the reason why it appeared as not being cleaned.

In relation to the carpet cleaning, Policy Guideline 1 on the responsibility of landlords and tenants in a tenancy states that where a party has had uncaged pets in a rental

unit, the tenant will be held liable to steam cleaning or shampooing the carpets at the end of the tenancy. I am satisfied by the Landlord's photographic evidence that the Tenant failed to steam clean or shampoo the carpets at the end of the tenancy which was a specific requirement of the Tenant as she had an uncaged dog.

With respect to the deck cleaning, I find the Tenant's evidence that she did not clean the decks because they were unsafe to stand on is without merit. The Landlord relied on her witness to support this testimony, but I find the Tenant's witness was unable to verify whether the deck was structurally sound or not. In the absence of any expert testimony or a report from a structural engineer, I am unable to find that the Tenant would have not been responsible for cleaning the decks due to an alleged safety issue. I accept the Landlords' photographic evidence and I find that the dirt and mud on the decks is more consistent with dirt and mud from the Tenant's flower pots rather than the result of a leakage issue.

Accordingly, I award the Landlords a total of **$532.50** ($270.00 + $105.00 + $157.50) for the above three items claimed based on the invoice evidence provided.

Section 37(2) (b) of the Act states that a tenant must give back the landlord all keys or other means of access that are in the possession or control of the tenant. I accept the Landlord's evidence that the Tenant failed to give back the Landlords all the keys to the rental unit at the end of the tenancy including the garage door clicker. In this respect, I award the Landlords a total of **$229.16** ($117.36 + $44.64 + $67.16) as evidence by the invoices provided.

With respect to the replacement costs of the shower heads, I find that when the Tenant had removed the Landlord's shower heads at the start of the tenancy, she had an obligation to have those shower heads re-installed at the end of the tenancy. I find there is insufficient evidence based on the Tenant's oral testimony alone that the Landlords' shower heads were left at the rental unit. I find that on the balance of probabilities and the fact the Tenant failed to re-install the shower heads, the Landlords are entitled to the replacement cost claimed of **$40.30** pursuant to the invoice evidence provided.

I also find the Landlords are entitled to the cost of light switch covers and the goof off material purchased. This is because the Tenant installed hooks to cover holes. These hooks would have likely resulted in glue damage which would have needed to be removed by the Landlords. I find the Tenant provided insufficient evidence to show that she had left the light switch covers at the rental unit and in any case the Tenant had an obligation to fix these on at the end of the tenancy. The Landlords are awarded **$8.66** for this portion of the claim.

With respect to the replacement of the kitchen sink, the parties argued about the discussion and agreement that happened after the damage was caused by the Tenant using a large ice block. The parties did not provide any conclusive evidence, such as a written document, which absolved the Tenant from the repair/replacement cost.

However, I am unable to ignore that fact that the Tenant was the person who caused the damage to the sink which is undisputed. Therefore, in the absence of any other conclusive evidence, I am only able to find the Tenant would have been liable for the replacement of the sink either during the tenancy when the damage occurred or at the end of the tenancy. Therefore, I award the Landlords the replacement cost of a similar sink for **$358.39**, which the Tenant would have had to pay for had she replaced the sink during the tenancy.

With respect to the replacement of the screen patio door, I find the Landlord's photographic evidence clearly shows a big tear in the middle of the screen. I do not accept the Tenant's argument that this was the result of reasonable wear and tear. This assertion would have been believable or plausible had the screen started to fray from the edges which would indicate wear and tear.

If the damage was caused by a bird or rodent, the Tenant would have had a duty to report this to the Landlords as soon as possible after the alleged event occurred so that the Landlords could have looked into or investigated an alleged rodent issue. Therefore, I find the Tenant is responsible for the replacement cost of the patio screen for **$82.86**.

With respect to the claim for the shop vacuum, I accept the Tenant took the Landlord's shop vacuum at the end of the tenancy. I find the Tenant had a duty to return this back to the Landlord as soon as she became aware that it had been taken by the movers. I find the Tenant still bore the responsibility to return the base, even if she was not in possession of the hoses or of the opinion that it would be non-functional or usable by the Landlords after it was returned.

In addition, the Tenant also had a responsibility to ensure that the movers she employed were properly directed on what items were to be removed from the rental unit that only belonged to the Tenant. For these reasons, I find the Tenant must now bear the replacement cost of the shop vacuum in the amount of **$69.97**, as evidence by the invoice provided.

In relation to the Landlord's claims for the replacement cost of the blinds in the living room and bachelor suite, and the vinyl flooring, I make the following findings. Firstly, I with respect to the Landlord's photographic evidence of the alleged damage to the

blinds, I am not satisfied that the damage the Landlords pointed out is attributable to any wilful or negligent damage on the part of the Tenant. Rather, I find that this damage is more reflective and consistent with wear and tear, which taking into consideration the age of the property and the length of the tenancy, I find is reasonable.

In addition, the Landlord failed to provide sufficient evidence of the age of the vinyl flooring and the blinds. The Tenant argued that the blinds and vinyl flooring were so old that they were starting to deteriorate and submitted that they resembled an age of the 1990s. Policy Guideline 40 provides guidance on the useful life of building elements. The guideline states that the useful life of drapes and carpet/tile flooring is ten years.

As a result, I turn to the Landlords' photographic evidence and I agree with the Tenant's submission that these items appear to be very old. Again, taking into consideration the age of the house, I find that on the balance of probabilities, the vinyl flooring and the blinds have far exceeded their useful life of ten years. Therefore, on this basis, I am not prepared to grant the Landlords' costs claimed for these portions of the monetary claim which are hereby dismissed.

As the Landlords have only been successful in approximately half of their monetary claim, I limit the Landlords recovery of the filing fee to **$50.00**. Therefore, the total amount awarded to the Landlords for damages to the rental unit and replacement costs for missing items is **$1,371.84**.

Section 72(2) (b) of the Act allows an Arbitrator to offset an award granted to a landlord from a tenant's Deposits. Therefore, as the Landlords already hold **$1,450.00** in the Tenant's Deposits, I order the Landlords to obtain the granted relief by deducting this amount from the Tenants' Deposits.

As a result, this leaves a balance of **$78.16** which must be returned back to the Tenant forthwith. The Tenant is issued with a Monetary Order for this amount which is enforceable in the Small Claims Division of the Provincial Court as an order of that court if the Landlords fail to return this outstanding balance.

Copies of this order are attached to the Tenant's copy of this Decision. The Landlords should retain documentary evidence of the returned payment to the Tenant.

Conclusion

The Tenant failed to leave the rental unit reasonably clean and also failed to return the keys and missing items from the rental unit. Therefore, the Landlords are granted a total

relief of $1,371.84 based on the above analysis, which may be deducted from the Tenant's Deposits. The remaining balance of $78.16 is to be returned back to the Tenant forthwith.

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

Dated: February 08, 2017

Residential Tenancy Branch