Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding M AND J APARTMENTS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND MNSD MNDC FF - Landlord's application
MNDC MNSD – Tenant's application

Introduction

These matters convened by teleconference on December 01, 2016 for 85 minutes at which time the hearing time expired. The matters were adjourned to reconvene by teleconference at this session on February 21, 2017; which continued for 71 minutes. An Interim Decision was issued December 2, 2016 granting the Tenant leave to re-serve his digital evidence and listed orders outlining how these matters would proceed. As such, this Decision must be read in conjunction with my December 2, 2016 Interim Decision.

Section 59(2) of the *Act* stipulates that an application for dispute resolution must (a) be in the applicable approved form, (b) include full particulars of the dispute that is to be the subject of the dispute resolution proceedings, and (c) be accompanied by the fee prescribed in the regulations.

The *Residential Tenancy Branch Rules of Procedure # 2.11* provides that the applicant may amend the application without consent if the dispute resolution proceeding has not yet commenced. The applicant **must** submit an amended application to the Residential Tenancy Branch and serve the respondent with copies of the amended application [emphasis added].

The Landlord filed his application for dispute resolution on July 27, 2016, naming only the male respondent and sought $843.93 compensation. In the Landlord's November 18, 2016 evidence submission he included a written statement requesting to add a female as a respondent to his application and listed additional amounts for underlay; carpet; ;labour; and unpaid utilities.

The Landlord did not file an amended application nor did he serve the male and/or female party with an amended application listing both respondents. Rather, the Landlord simply listed the additional information in a written statement in his evidence that was submitted four months after he filed his application and 13 days before the scheduled hearing; neither of which met the requirements set out in the Rules of Procedure as outlined above.

As such, I declined to hear the additional amounts claimed by the Landlord and declined his request to add a female respondent to this dispute; pursuant to section 59(5)(c) of the *Act* which provides that the director may refuse to accept an application for dispute resolution if the application does not comply with subsection (2). I proceeded to hear the Landlord's application for $843.93 as filed. To consider claims without the other party being properly notified of the claim brought against them would constitute a breach of administrative fairness. Accordingly, the additional amounts submitted in the Landlord's November 18, 2016 evidence and the request to add a female as a respondent to the Landlord's application were dismissed, without leave to reapply.

On January 20, 2017 the Tenant submitted a copy of a courier tracking document addressed to the Landlord at his service address which was dated January 18, 2017. On January 23, 2017 another copy of the tracking document and a USB stick were received on file from the Tenant. On January 31, 2017 the Tenant submitted a print out of the courier's tracking website which indicates the package was signed received at the Landlord's service address on January 18, 2017 at 1:39 p.m. The Landlord confirmed receipt of the digital evidence and when asked if he wished to raise any issues or concerns about receipt of that digital evidence, I heard the Landlord state: "no problems."

Each person confirmed receipt of my Interim Decision; were advised that their solemn affirmation remained in full force and effect; and were reminded of the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions; however, each declined and acknowledged that they understood the aforementioned.

Both parties were provided with a full opportunity to present relevant oral evidence, to ask questions, and to make relevant submissions. I have considered all relevant evidence received at the RTB prior to December 1, 2016 plus the Tenant's relevant digital evidence received on file and re-served to the Landlord as listed above. Although I was provided a considerable amount of evidence including: verbal testimony; written submissions; digital evidence; and photographic evidence; with a view to brevity in writing this decision I have only summarized the party's respective positions below.

Issue(s) to be Decided

1) Has the Landlord proven entitlement to monetary compensation?
2) Has the Tenant proven entitlement to monetary compensation?
3) How should the security and pet deposits be disbursed?

Background and Evidence

The Tenant entered into a verbal tenancy agreement with the new owner (the current Landlord) to move from his existing unit number 211, to unit number 113. That verbal tenancy agreement commenced in September 2013; for the monthly rent of $840.00. On September 5, 2013 a move-in condition inspection report form was completed and signed by the Landlord and the Tenant relating to unit 113; a copy of which was submitted into evidence.

In July 2012 the Tenant paid $400.00 as the security deposit plus a total of $200.00 for the pet deposit for his previous unit number 211. Those deposits were transferred to the new verbal tenancy agreement for unit number 113 and are currently being held by the Landlord pending the outcome of this Decision.

The Landlord attempted to have the Tenant sign a written tenancy agreement for unit number 113 that was to be effective March 15, 2014. However, the Tenant refused to sign the new agreement and the tenancy continued based on the verbal agreement.

The Landlord purchased the building in May 2013 at which time the building consisted of 42 units. The Landlord obtained a building permit to renovate the building and increase the number of units to a maximum of 48 units. As of February 2017 there were six new units added for a total of 47 units in the building. As a result of those renovations the Tenant's rental unit number

changed from number 113 to number 114 on March 15, 2015. To clarify, the Tenant remained in the same rental unit and only the unit number relating to that unit was changed.

On June 23, 2016 the Tenant served the Landlord written notice to end his tenancy effective July 15, 2016. That written notice included the Tenant's forwarding address; a copy of which was submitted into evidence.

The Landlord stated that he attempted to schedule a move out inspection; however, the Tenant refused to attend and would not offer a different date or time. The Landlord said he attended the rental unit: July 15, 2016 at 1:00 p.m.; between 6 and 7 p.m.; and returned on July 16, 2016 at which time the dog was still inside the rental unit. The Landlord asserted he watched as the Tenant moved out his possessions and when he returned later on July 16, 2016 the Tenant was gone and the keys were left inside.

I heard the Landlord state that he agreed the Tenant could vacate on July 15, 2016 if the Landlord could find a new tenant. He stated that he found a new tenant starting July 15, 2016 so the Tenant was only required to pay $420.00 for a half month's rent for July 2016. The Landlord argued the new tenant could not move in as planned due to the condition the carpet was left in; which was filly; had pet urine smells; and was stained.

The Landlord submitted photographs which he stated were taken on July 17 or 18, 2016. He argued the Tenant left the rental unit with some damage; the carpets dirty; and debris and garbage that had to be removed. The Landlord sought $843.93 which was comprised of the following:

- $40.00 to drill out the broken key left in the deadbolt
- $18.00 for fees to dispose of the furniture and televisions left by the Tenant
- $100.00 labour to take the garbage and debris to the dump
- $50.00 for materials and labour to repair (mud and paint) two holes left in the walls
- $100.00 for labour to clean the carpets
- $106.93 for the odour destroyer used to try and remove the strong urine odors left by the Tenant's dog and cat
- $150.00 for the cleaning lady's costs based on her detailed cleaning receipt
- $279.00 for loss of rent for July 2016 as the new Tenant could not occupy the rental unit until July 21 or 22, 2016; due to the pet urine odors; calculated based on her rent which was $865.00 per month.

The Tenant confirmed he had 2 cats and an eight month old dog. He disputed all of the Landlord's claims stating he wanted his deposits returned. The Tenant put forth the following arguments as summarized below:

- The policy states the life of carpets is 10 years and the existing carpet was more than 10 years old; despite the condition of the carpets the rental unit had not been renovated.
- The Tenant hired a cleaner who provided a written statement.
- The power had been turned off on July 15, 2016 at 10:00 a.m. and not the end of the day. The power was in the Tenant's name and he had arranged to have it shut off on the 15th, the last day of his tenancy.
- The Landlord had shut off the power in the hallway at 6:00 p.m. on July 15, 2016 and he had shut off the water so the Tenant and his cleaner were not able to vacuum or clean the carpets.

- The Tenant argued his cleaner had cleaned the fridge and questioned why the Landlord's cleaner had charged for cleaning the fridge.
- The Tenant stated he paid the Landlord's maintenance person $60.00 cash to fix the holes in the walls.
- The Tenant denied receiving text messages from the Landlord requesting to conduct a move out inspection.
- He had reported problems with the lock sticking and the Landlord failed to repair it until a key finally broke in the lock.
- The Landlord had repaired the broken drawer three times during his tenancy so he should not have to pay for it as it kept breaking.
- The Tenant initially stated that he did not leave anything behind. He then stated that he had left an air conditioner unit on a piece of wood; a tub of mud and drywall knife inside the unit; and a deep freezer was left on the deck.
- The Tenant confirmed he had put "some stuff" into the garbage dumpster bins.

The Landlord rebutted the Tenant's submissions and argued the Tenant had had 2 or 3 dogs in the unit. He noted it was the Tenant's power that was shut off by the Tenant cancelling his account and the hallway power had not been shut off. The carpet was in good repair as proven by his pictures which shows the areas that were covered by the Tenant's bed. He also pointed to the photograph which displayed the color of the water being dumped into the toilet from the carpet cleaner. The Landlord noted that the Tenant admitted that he could not clean the unit because they had no power.

The Tenant filed a counter claim seeking $10,163.00 which was comprised of, among other things, $3,445.00 for personal possessions; televisions; furniture; and clothing; plus $6,718.00 for three years rent reduction for the stress and loss of food due to the presence of moths and bugs in the rental unit.

In support of his claim the Tenant submitted hand written statements outlining the costs he attributed to items claimed; witness statements from his girlfriend and cleaner; and digital photographs and videos.

The Tenant put forth the following arguments in support of his application:

- In March and April 2014 the Tenant reported to the Landlord there were bugs and moths infested in his food such as his noodles and pasta.
- The Landlord failed to hire a professional pest control company; he provided the Tenant with sticky traps; and told the Tenant to remove the food.
- He asserted the Landlord told him it was his fault the bugs were in his food.
- The Tenant argued he had to throw out all of their possession because the moth infestation had been everywhere, in their televisions; in their furniture; in their cabinets; and that infestation happened every summer.
- I heard the Tenant state he had purchased bug killer from a retail store which removed the moths from the cupboards for some time.
- He asserted the last 15 days of his tenancy were unbearable as the Landlord's workers began construction at 6:38 in the morning which woke up his son and they turned the power and water off.

I heard the Tenant state he did not seek assistance from the RTB prior to ending his tenancy because he wanted to give the Landlord an opportunity to fix the problem. The Tenant asserted

the Landlord kept telling him to remove oatmeal and open rice and he kept telling the Landlord he did not have open packages in his unit. He said he was worried the Landlord was looking for ways to evict him.

The Landlord disputed all items claimed by the Tenant and submitted that the Tenant had told him he was the best landlord he had ever had. His responding arguments were as follows:

- He dealt with issues reported by the Tenant within a day and had conducted repairs which included: the drawer; door sweep; broken key in the deadbolt; and let the Tenant into the unit when he locked himself out on the patio.
- The Landlord read two statements into evidence, one from his maintenance worker G.W.; and one from his new tenant; both of which were submitted into evidence.
- There were no previous issues with moths, prior to this Tenant; and no issues with moths since this Tenant moved out.
- The Landlord took a sample of one of the moths to a professional pest control company and was provided information and traps on how to treat them. He stated a copy of that information was given to the Tenant.
- The Landlord asserted the treatment required a combined effort; he would provide the traps and the Tenant needed to put all food items, including pet food, into sealed Tupperware containers. The Tenant did not fulfil his obligations as he failed to follow the treatment instructions as the pet food remained in the closet in open containers.
- The Landlord noted that the Tenant's rental unit was a "pretty messy place".
- The water was shut down for one hour to connect the new water system; only after the plumber's helper informed all the tenants by knocking on their doors.
- The Tenant had never informed the Landlord, prior to filing this application; that the moths had infested his possessions; rather, he was only ever told about the moths being in the food in the cupboards.

The Tenant disputed the Landlord's submissions and argued that his witness statements prove his submissions that the Landlord blamed him for the moth problem and that he cleaned his rental unit. I heard the Tenant state that he was never provided a copy of any instruction sheet from the pest control company prior to receiving the Landlord's evidence. He noted the statement from the Landlord's maintenance person was not from the person who was working at 6:38 a.m. The Tenant asserted the Landlord had plenty of time to have the moths cleaned out of the rental unit before the new tenant moved in.

The Tenant's witness statement written by B.W. stated, in part, as follows:

> *…[Tenant's name] got a dog and the stains thro out the Apt were surface dirt and was cleanable.*
> *One day I was cleaning [Tenant's name] Apt. #114 when the landlord came to the door and handed [Tenant's name] printed off "HOW TO DEAL WITH INFESTATION OF BLACK BEETLES & MONTHS. Landlord was argueing with [Tenant's name] that it was [Tenant's name] fault of the bugs…*
>
> [Reproduced as written]

At the conclusion of this proceeding the Tenant stated that he had recently been told the Landlord had been paid two security deposits, one in 2012 when he occupied 211 and another deposit for unit 113/114. He stated he wished to add a request for the return of that second deposit.

Analysis

Section 62 (2) of the *Act* stipulates that the director may make any finding of fact or law that is necessary or incidental to making a decision or an order under this *Act*. After careful consideration of the foregoing; documentary evidence; and on a balance of probabilities I find pursuant to section 62(2) of the *Act* as follows:

The *Residential Tenancy Act* defines a "**tenancy agreement**" as an agreement, whether written or oral, express or implied, between a landlord and a tenant respecting possession of a rental unit, use of common areas and services and facilities, and includes a licence to occupy a rental unit.

Section 91 of the Act stipulates that except as modified or varied under this Act, the common law respecting landlords and tenants applies in British Columbia. Common law has established that oral contracts and/or agreements are enforceable. Therefore, based on the above, I find that the terms of this verbal tenancy agreement are recognized and enforceable under the *Residential Tenancy Act*.

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

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

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

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.

In these matters I have attributed minimal evidentiary weight to the written witness statements submitted by both the Landlord and Tenant. I have done so because the Landlord's witness statements were provided by the Landlord's employees, contractors, and an existing tenant, all of which could be swayed in providing favorable statements to protect their own financial or occupancy entitlements. The Tenant's witness' statements were provided by the Tenant's girlfriend and someone who was allegedly paid to clean the Tenant's rental unit. Again, both could be swayed to provide favorable statements to protect their relationship with the Tenant. Therefore, I relied upon each person's solemnly affirmed testimony and the unbiased documentary, digital, or photographic evidence.

It is important to note that when determining these applications, where one party provides a version of events in one way, and the other party provides an equally probable version of events, without further evidence, the party with the burden of proof would not have met the burden to prove their claim and the claim would fail.

Landlord's application

I find that this tenancy ended July 15, 2016 by mutual agreement. I make this finding in part, in absence of documentary evidence, such as a written agreement, that could prove the agreement to end the tenancy was contingent on the Landlord security another tenant to move in on July 15, 2016.

When determining the Landlord's application for damage to the rental unit I first turned to section 21 of the Regulations which provides that in dispute resolution proceedings, a condition inspection report completed in accordance with this Part is evidence of the state of repair and condition of the rental unit or residential property on the date of the inspection, unless either the landlord or the tenant has a preponderance of evidence to the contrary.

I accept the Tenant's submission that the rental unit had been damaged prior to his occupation. I further accept that those damages, which included, among other things, numerous holes in the walls; burnt out lightbulbs; broken hinges; and stains and burns on the carpet; were noted on the move in condition inspection report form signed by both parties on September 5, 2013.

Furthermore, I accept the undisputed evidence that the carpet had exceeded its normal useful life of 10 years; as provided by Residential Tenancy Policy Guideline 40. However, I find that simply because an item has surpassed its normal useful life or surpassed its depreciated value; that would not excuse a tenant from their obligation to continue to maintain reasonable health, cleanliness and sanitary standards throughout the rental unit, as stipulated by section 32(2) of the *Act.* Furthermore, simply because a carpet is cosmetically less appealing due to stains and snags, that in and of itself does not mean the carpet cannot continue to be used for its intended purpose.

I then turned to section 37(2) of the Act which provides 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.

I also considered Policy Guideline 1, which provides that a tenant is responsible for periodic cleaning of carpets to maintain reasonable standards of cleanliness and is required to have carpets steam cleaned or shampooed at the end of the tenancy, regardless of the length of the tenancy, if the tenant has had pets which were not caged.

From his own submission, the Tenant confirmed he did not have the carpets cleaned because his power had been shut off after he arranged to cancel his hydro account. Upon review of the Landlord's evidence I accept that the Tenant left the carpet excessively dirty, requiring additional time to clean and deodorize it, which was a breach of section 37 of the *Act*.

I do not accept the Tenant's submissions that the carpet was in that condition at the end of the tenancy, or was deemed unusable, simply because it had surpassed ten years of age. Rather, I accept that the carpet had not been properly cleaned or deodorized. Therefore, I grant the

Landlord's application for $100.00 for labour to clean the carpets plus the $106.93 for the odour destroyer, for a total award of **$206.93**, pursuant to section 67 of the *Act.*

Upon further review of the Landlord's photographic evidence, I accept the submissions that the rental unit was left requiring additional cleaning, in breach of section 37 of the *Act.* Accordingly, I grant the claim for cleaning costs in the amount of **$150.00,** pursuant to section 67 of the *Act.*

The Tenant initially stated he did not leave possessions and debris in the rental unit and then later listed off the items he had left behind. In the presence of that contradictory testimony and in the presence of the Landlord's photographic evidence of some of the articles left by the Tenant, I grant the application as claimed for $18.00 landfill fees plus $100.00 labor to dispose of the articles; for a total award of **$118.00,** pursuant to section 67 of the *Act.*

I accept the Landlord's submissions that the new tenant was not able to occupy the rental unit until after the unit had been repaired and cleaned. That being said, I do not find the Landlord is entitled to loss of rent for an increased amount of rent simply because he had entered into an agreement with the new tenant for a higher rent. Furthermore, there was sufficient evidence to prove some of the damages that were required to be repaired were in existence at the start of this Tenant's tenancy. I have also considered there was insufficient evidence to prove the actual date the unit was cleaned as the cleaning invoice was not dated until eleven days after this tenancy ended, which is after the date the new tenant occupied the unit; as stated in the evidence.

As such, I considered the state of cleanliness displayed in the Landlord's photographic evidence and allowed for one day to have the unit and carpet cleaned and another two days for deodorizer application and carpet drying for a total of three days lost rent. The award is granted based on a daily rent of $27.62 ($840.00 rent x 12 months ÷ 365 days) x 3 days for a total amount of **$82.86**, pursuant to section 67 of the *Act.*

The undisputed evidence was the key was broken in the lock sometime during the course of this tenancy and not at the end of the tenancy. In addition the condition inspection report form is evidence that the holes in the walls were in existence at the start of this tenancy. Therefore, I find the Landlord failed to mitigate any losses incurred to remove the broken key, as there was no evidence to prove the Tenant was informed he would be charged for that service at the end of the tenancy. There was insufficient evidence to prove the Landlord attempted to recover those costs sooner. Furthermore, I conclude there was insufficient evidence to prove the Tenant was responsible for the costs to repair the holes in the walls. As such, those amounts claimed are dismissed, without leave to reapply.

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

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

Tenant's application

The Tenant was of the firm belief that the bug and moth infestation was established in the rental unit prior to his occupation and that the moths only appeared in the warmer months. In

determining this application I have considered the undisputed evidence that six to eight months after the Tenant occupied unit 113/114 the presence of bugs and moths were detected.

I favored the Landlord's evidence that he had taken action to remedy the pest situation shortly after the Tenant reported the issue to him. The Landlord took action by providing the Tenant with traps and an information sheet on how to keep his rental unit to prevent re-infestation; as stated in the Tenant's witness's statement. I further accept the remedy to remediate the pests required participation from the Tenant; specifically, the Tenant was required to seal all types of dry food sources in Tupperware containers.

Given the ability of bugs and moths to lay dormant for several months and to travel in various unsuspecting food packages, I cannot determine with any certainty whether the bugs and moths were resident in the unit at the beginning of the tenancy or they came later; such as when the Tenant brought dry food or used furniture into the unit.

In determining the Tenant's claim I must consider if both parties upheld their requirements under the Act, Regulation, and tenancy agreement. In the case of treatment for bugs, moths, or pests, a tenant is required to properly prepare the unit and their possessions during the treatment period while the Landlord is required to provide the pest control treatment, such as the traps. The parties are also required under section 7 of the Act to ensure they do whatever is reasonable to minimize the damage or loss.

In this case I find there to be insufficient evidence to prove the Landlord failed to comply with their obligations under Act. Rather, in absence of evidence to the contrary, there was insufficient evidence to prove the Tenant sealed all the dry food and pet food in Tupperware containers; and to prove the Tenant kept the rental unit in a state of cleanliness that would assist in the managing the presence of pests.

In addition, I find the Tenant made a conscious decision to throw out all of their possessions instead of having them properly treated. There was no evidence before me to indicate the type of bugs or moths that were in the rental unit would harm or destroy furniture, televisions, deep freezers, or any other possessions or that they could not be eradicated or removed from such personal items. Furthermore, there was insufficient evidence to prove the Tenant had insurance to cover any potential losses or that he made an effort to bring this issue to dispute resolution for assistance in resolving the matters, prior to ending this tenancy.

Based on the above I find there is insufficient evidence to meet the four part test for damages provided by Policy Guideline 16, as listed above, for the amounts claimed relating to the presence of bugs and moths. Accordingly, I dismiss those claims, without leave to reapply.

Section 28 of the *Act* states that a tenant is entitled to quiet enjoyment including, but not limited to, rights to reasonable privacy; freedom from unreasonable disturbance; exclusive possession of the rental unit subject only to the landlord's right to enter the rental unit in accordance with the *Act*; use of common areas for reasonable and lawful purposes, free from significant interference.

Regarding the claim for reduced rent or compensation for the Tenant having to endure the presence of bugs; moths; construction noise; and water which had been turned off; I do not accept the Tenant was entitled to reduced rent for the presence of the bugs or the moths. That being said, I do accept there was undisputed evidence that the water had been turned off for a period of one hour on one day, without prior written notice. I also accept there had been

construction work happening at 6:38 a.m. on the day the Tenant recorded his video of that noise.

As such, I find there was sufficient evidence to prove the Tenant suffered a loss of quiet enjoyment on two days which resulted in a devaluation of the tenancy. As such, I award the Tenant compensation for those two days at the daily rate of $27.62. Accordingly, the Tenant is entitled to compensation in the amount of **$55.24** (2 x $27.62), pursuant to section 67 of the *Act,* and the balance of the claim for reduced rent is dismissed, without leave to reapply.

When determining the disbursement of the security and pet deposits, the Residential Tenancy Branch interest calculator provides that no interest has accrued on the $600.00 deposits ($400.00 +$200.00) since August 2012.

To determine whether either party extinguished their rights to claim against the security and pet deposits I find there was insufficient evidence provided by either party to determine if the Landlord had attempted to schedule a move out inspection and/or whether the Tenant refused to attend or was simply not informed to attend. I make this finding in part as there was no evidence to prove the Landlord served the Tenant with written notice of two dates and times to conduct the inspection nor was there evidence to prove the Landlord served the Tenant with a written notice of final opportunity to attend the inspection. In addition, the Tenant provided contradictory testimony about text messages relating to a request for inspection. As such, I find neither party extinguished their rights to claim against the deposits.
I then turned my mind to section 38(1) of the *Act* which 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.

This tenancy ended July 15, 2016 and the Landlord received the Tenant's forwarding address in writing on June 23, 2016. Therefore, the Landlord was required to file their application against the deposits no later than July 30, 2016. The Landlord filed his application for Dispute Resolution on July 27, 2016, within the required timeframe.

Therefore, I find the Landlord's monetary awards listed above, meet the criteria under section 72(2)(b) of the *Act* to be offset against the Tenant's security and pet deposits as follows:

Carpet cleaning & deodorizing		$ 206.93
Rental unit cleaning	150.00	
Furniture and debris disposal	118.00	
July 2016 loss of rent	82.86	
Filing Fee		100.00
SUBTOTAL		$ 657.79
LESS: Tenant's monetary award		-55.24
LESS: Security Deposit $400.00		-400.00
LESS: Pet Deposit $200.00	-200.00	
Offset amount due to the Landlord		**$ 2.55**

The Tenant is hereby ordered to pay the Landlord the offset amount of $2.55, forthwith.

In the event the Tenant does not comply with the above order, the Landlord has been issued a Monetary Order in the amount of **$2.55** which may be enforced through Small Claims Court upon service to the Tenant.

As advised at the conclusion of this hearing, these matters were not convened to hear evidence relating to multiple deposits allegedly paid to the Landlord; as that did not relate to the security and pet deposits referenced in these matters. As such, the Tenant is at liberty to file another application if he has evidence that there were other deposits being held by the Landlord whose disbursement were not determined by this or any other Decision.

Conclusion

Each party was partially successful with their application as outlined above. The awards were offset against each other; the security deposit; and the pet deposit; leaving a balance owed to the Landlord of $2.55.

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: March 01, 2017

Residential Tenancy Branch