



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDC, MNR, MND, MNDS, FF

Introduction

A hearing was convened on March 01, 2017 in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss, for a monetary Order for unpaid rent, for a monetary Order for damage, to keep all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

The female Landlord stated that on September 01, 2016 the Application for Dispute Resolution, the Notice of Hearing, and 44 pages of evidence the Landlord submitted with the Application were sent to the Tenants, via registered mail. The Tenants acknowledged receipt of these documents and they were accepted as evidence for these proceedings.

On September 01, 2016 the Landlord submitted an Amendment to an Application for Dispute Resolution, in which the Landlord increased the amount of her monetary claim to \$8,159.98. The female Landlord stated that on September 09, 2016 the amended Application for Dispute Resolution and a corresponding Monetary Order Worksheet were sent to the Tenants, via registered mail. The Tenants acknowledged receipt of these documents and I find that the Application for Dispute Resolution has been amended accordingly.

There was insufficient time to conclude all of the issues in dispute in the time allotted for the hearing on March 01, 2017 and that hearing was adjourned. The hearing was reconvened on April 05, 2017 and was concluded on that date.

The parties were given opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions.

Issue(s) to be Decided

Is the Landlord entitled to compensation for damage to the rental unit, to compensation for unpaid rent, and to keep all or part of the security deposit?

Background and Evidence

The Landlord and the Tenants agree that:

- the tenancy began on March 15, 2016;

- the female Tenant signed a one year lease;
- the male Tenant verbally agreed to the terms of the tenancy agreement signed by the female Tenant;
- the Tenants agreed to pay monthly rent of \$1,300.00 by the first day of each month;
- the Tenants paid a security deposit of \$650.00 and a pet damage deposit of \$650.00;
- the Tenants did not provide a forwarding address when this tenancy ended;
- the service address used by the Landlord to serve documents in regards to these proceedings was the mailing address the Tenants provided at the start of the tenancy;
- the female Tenant, the male Landlord, and the Witness for the Landlord visually inspected the rental unit at the start of the tenancy;
- on May 02, 2016 the Tenants verbally advised that they wished to vacate the rental unit for health reasons, although they did not notify the Landlord of their health concerns, in writing;
- the parties mutually agreed that the tenancy should end;
- on May 02, 2016 the parties signed a mutual agreement to end the tenancy, but they forgot to declare the end date of the tenancy on that agreement;
- the female Landlord amended the mutual agreement to end the tenancy by declaring that the tenancy would end on May 13, 2016;
- the female Landlord initialed the amendment to the mutual agreement and asked the Tenants to also initial the amendment;
- the female Tenant refused to initial the amendment;
- the rental unit was fully vacated by May 13, 2016;
- no rent was paid for May of 2016; and
- the parties did not complete a condition inspection report after the unit was inspected at the start of the tenancy.

The female Landlord does not recall the date the parties agreed to end the tenancy when they discussed the matter on May 02, 2016 but she believes it may have been May 12, 2016. The female Tenant stated that on May 02, 2016 the parties agreed that the tenancy would end on May 09, 2016.

The female Tenant stated that she refused to initial the amended mutual agreement to end the tenancy because she was scared, although she could not explain why she was scared.

The female Landlord stated that after the female Tenant refused to initial the amended mutual agreement to end the tenancy she completed a Ten Day Notice to End Tenancy for Unpaid Rent but she did not serve it to the Tenants because they informed her they would vacate the unit within a few days.

The female Landlord stated that text messages were sent to the Tenants in an attempt to schedule a final inspection at the end of the tenancy; she did not serve the Tenants with a Notice of Final Opportunity to Schedule a Condition Inspection; and a condition inspection report was completed in the absence of the Tenants on May 18, 2016.

The female Tenant stated that the Landlord did not attempt to schedule a final inspection at the end of the tenancy and they were not present if the unit was inspected at the end of the tenancy.

The Landlord is seeking unpaid rent from May, June, and July of 2016, in part, because the Tenants did not give proper notice to end the tenancy and, in part, because she had to do significant cleaning and repairs after the rental unit was vacated.

The Landlord is seeking compensation, in the amount of \$34.26, for the cost of advertising the rental unit.

The Landlord is seeking compensation, in the amount of \$145.05, for re-keying the locks to the rental unit. The female Landlord stated that 3 keys to the unit were provided to the Tenants and only 1 was returned. The female Tenant stated that all 3 keys provided to the Tenants were returned at the end of the tenancy.

The Landlord is seeking compensation, in the amount of \$766.30, for cleaning the rental unit. The female Landlord stated that a significant amount of cleaning was required at the end of the tenancy, including the unflushed toilets, cabinets, appliances, and walls. The female Tenant stated that in her opinion the rental unit was clean at the end of the tenancy.

The female Landlord stated that the photographs on page 4 demonstrate some of the cleaning that was required at the end of the tenancy. The female Tenant stated that she cannot clearly see those photographs so she cannot determine if they accurately reflect the condition of the rental unit at the end of the tenancy.

The Witness for the Landlord stated that the interior of the rental unit had obviously not been cleaned at the end of the tenancy as there were items strewn all over the rental unit. The Witness for the Landlord #2 stated that the interior of the rental unit was not clean at the end of the tenancy and that he specifically recalls the toilets were very dirty.

The Landlord submitted an invoice for cleaning and supplies, in the amount of \$766.30.

The Landlord is seeking compensation, in the amount of \$659.74, for cleaning the carpets in rental unit. The female Landlord stated that the carpets were neither vacuumed nor steam cleaned at the end of the tenancy. The female Tenant stated that the carpets were steam cleaned at the end of April and that the photograph provided to her by the Landlord shows that vacuuming was required. The parties were advised that the photograph of the carpet submitted in evidence by the Landlord that I have in my possession is dark and of little evidentiary value.

The Landlord and the Tenant agree there is a clause in the tenancy agreement that the tenants will "arrange for a professional cleaning on move out".

The Witness for the Landlord stated that when he inspected the rental unit after the tenancy ended there were clothes and garbage on the floor and the carpet did not appear to have been vacuumed or cleaned.

The Witness for the Landlord #2 stated that when he inspected the rental unit after the tenancy the carpets had not been vacuumed.

The Landlord submitted a copy of an invoice for cleaning the carpet, in the amount of \$659.74.

The Landlord is seeking compensation, in the amount of \$210.00, for mowing the lawn, raking the yard, and clearing dog feces from the yard of the rental unit. The Landlord and the Tenants

agree that the Tenants were not obligated to pay rent for the first two weeks of the tenancy in exchange for cleaning the yard. The female Landlord stated that the yard was never cleaned and the female Tenant stated that they cleaned the yard at the start of the tenancy.

The Witness for the Landlord stated that when he inspected the rental unit after the tenancy ended the lawn needed mowing and there was garbage lying around the yard.

The Witness for the Landlord #2 stated that when he inspected the rental unit after the tenancy the lawn needed mowing/raking and there were branches and garbage laying in the yard.

The Landlord submitted a copy of an invoice for cleaning the yard, in the amount of \$210.00.

The Landlord submitted an invoice for a variety of repairs, in the amount of \$979.65, for which she is seeking compensation.

Included in the repair invoice of \$979.65 was the cost of repainting three walls and miscellaneous paint repairs. The female landlord stated that the walls needed to be repainted and/or touched up to repair a variety of marks that exceed normal wear and tear. The female Tenant stated that the walls did not require paint/touch ups at the end of the tenancy.

Included in the repair invoice of \$979.65 was the cost of rebuilding an attic hatch. The female landlord stated that the hatch was in good condition at the start of the tenancy and that it was damaged at the end of the tenancy. The female Tenant stated that the hatch was damaged at the start of the tenancy and that it was not further damaged at the end of the tenancy. The Witness for the Landlord stated that the hatch was not damaged at the start of the tenancy and that he repaired it at the end of the tenancy.

Included in the repair invoice of \$979.65 was the cost of replacing a ceiling vent and repairing the ceiling beside the vent. The female landlord stated that the vent was missing and the ceiling beside the vent was damaged at the end of the tenancy, although both were in good condition at the start of the tenancy. The female Tenant stated that the vent was missing at the start of the tenancy and she did not inspect the ceiling during the tenancy so she does not know if it was damaged. The Witness for the Landlord stated that the vent was in place and the ceiling was not damaged at the start of the tenancy.

The Landlord submitted a photograph of the ceiling where the vent should be, which shows damage to the ceiling near that location.

Included in the repair invoice of \$979.65 was the cost of repairing a broken ceiling tile in the basement. The female landlord stated that the tile was in good condition at the start of the tenancy and was broken at the end of the tenancy. The female Tenant stated that the ceiling tile was damaged at the start of the tenancy.

The male Landlord stated that he and the Witness for the Landlord spoke with a contractor in the presence of the male Tenant who told them that he inspected the house for contaminants at the request of the Tenants, and that he took a piece of the ceiling tile for inspection purposes.

The Witness for the Landlord stated that the ceiling tile was undamaged at the start of the tenancy and vent was in place and the ceiling was not damaged at the start of the tenancy. The Witness for the Landlord stated that he was present when the male Landlord and the male

Tenant were having a conversation with a contractor, who told them he had taken a sample of the ceiling tile for the purposes of having it inspected for asbestos.

The male Tenant stated that the Tenants did not have the rental unit inspected for contaminants.

The Landlord submitted a photograph of the broken ceiling tile.

Included in the repair invoice of \$979.65 was the cost of re-installing two doors which were removed from the doorways during the tenancy. The female Landlord stated that the hinges were removed from one of the doors and were missing. The female Tenant stated that one of the doors was removed to move furniture and was simply not replaced. She stated that the one of the hinges fell off the other door so she removed the second hinge and moved the door to the basement.

The Witness for the Landlord stated that he re-installed two doors at the end of the tenancy. He stated that he had to re-install the hinges on one of the doors and that he did not notice any damage to the area where the previous hinges had been installed.

Included in the repair invoice of \$979.65 was the cost of replacing two bathroom vanity handles. The female landlord stated that the handles were in good condition at the end of the tenancy and they were broken off during the tenancy. The female Tenant stated that the handles were broken at the start of the tenancy. The Witness for the Landlord stated that the handles were not damaged at the start of the tenancy.

Included in the repair invoice of \$979.65 was the cost of repairing carpet. The female Landlord stated that the carpet at the corner of a door near the bathroom was damaged during the tenancy, likely by a cat. The female Tenant stated that this damage occurred during the tenancy and she thinks it was from the door repeatedly coming into contact with the carpet. The male Landlord stated that the door could not have caused the damage to the carpet as the door swings the other way.

The Witness for the Landlord stated that the Tenant told him that a pet had damaged the carpet. The female Tenant stated that they did not tell the Witness for the Landlord that the damage had been caused by a pet.

Included in the repair invoice of \$979.65 was the cost of re-installing four window screens that had been removed from the windows during the tenancy. The female Tenant stated that one screen was not in place at the start of the tenancy; the same screen was not in place at the end of the tenancy; and that all other screens were in place at the end of the tenancy. The Witness for the Landlord stated that he re-installed three of four window screens at the end of the tenancy.

Included in the repair invoice of \$979.65 was the cost of re-installing the doors around the furnace which were removed during the tenancy. The female Landlord stated that 3 panels had been removed and needed to be re-installed. The male Tenant stated that only one panel was removed for the purposes of inspecting the filter and that it was not replaced. The Witness for the Landlord stated that all of the panels around the furnace were in place at the start of the tenancy and that he thinks he re-installed two panels at the end of the tenancy, although he was not certain of the number.

The Witness for the Landlord stated that he has done a variety of work for the Landlords and that he does not have a personal relationship with the Landlords. He stated that he did repairs in the rental unit after the previous tenancy ended and before this tenancy started and after this tenancy ended.

The Landlord is seeking compensation, in the amount of \$1,454.25, for the cost of obtaining a clearance letter from an inspection company. In support of this claim the Landlord submits that:

- on May 02, 2016 the Tenants informed the Landlord that they believed the rental unit was negatively impacting their health;
- the Landlord hired an inspection company to inspect the unit as a result of that report;
- the rental unit was inspected on May 09, 2016 and asbestos duct tape was identified as a concern;
- the inspection company removed the asbestos duct tape on June 11, 2016;
- the rental unit was tenanted prior to this tenancy and those occupants reported no health concerns; and
- the Tenants' concerns regarding contaminants in the house were unfounded, so they should pay for the cost of the inspection.

In response to the claim for inspection costs the male Tenant stated that:

- they submitted letters from a doctor that indicate dust in the rental unit was negatively impacting the health of all four occupants;
- the Tenants did not have the rental unit inspected for contaminants but he suspect that dust from the insulation was entering the unit;
- the Tenants verbally expressed their concerns to the Landlord on May 02, 2016; and
- the inspection company corroborated his concerns when asbestos duct tape was located.

The Landlord is seeking compensation, in the amount of \$10.71, for mailing costs.

Analysis

On the basis of the undisputed evidence I find that this tenancy began on March 15, 2016; that the parties agreed the tenancy would be for a fixed term of one year; and that a condition inspection report was not completed at the start of the tenancy.

Section 44(1)(c) of the *Residential Tenancy Act (Act)* stipulates that a tenancy ends if the landlord and the tenant agree in writing to end the tenancy. On the basis of the undisputed evidence I find that on May 02, 2016 the parties agreed, in writing, to end the tenancy. Although the mutual agreement to end the tenancy did not specify the date that the tenancy would end I find, on the basis of the undisputed evidence, that they verbally agreed the tenancy would end sometime prior than May 31, 2016. I therefore find that this tenancy ended prior to May 31, 2016, pursuant to section 44(1)(c) of the *Act*.

On the basis of the undisputed evidence I find that rent was due by the first day of each month. As there is no evidence that shows the tenancy had ended on May 01, 2016, I find that the Tenants were obligated to pay the rent that was due on May 01, 2016. I therefore granted the Landlord's application for unpaid rent from May of 2016, in the amount of \$1,300.00.

As the rental unit was fully vacated by May 13, 2016, I find that the Landlord had ample time to complete the repairs outlined in this decision. I therefore dismiss the application for unpaid rent (lost revenue) from June and July of 2016.

As this tenancy ended by mutual consent, I cannot conclude that the Tenants are obligated to pay for the costs of re-renting the rental unit. I therefore dismiss the claim for advertising costs.

On the basis of the undisputed evidence I find that the Landlord did not serve the Tenants with a Notice of Final Opportunity to Schedule a Condition Inspection and that a condition inspection report was completed in the absence of the Tenants on May 18, 2016. As the Landlord did not schedule a final inspection in the manner approved by the legislation, by serving the Tenants with a Notice of Final Opportunity to Schedule a Condition Inspection, and the Tenants were not present when the final condition inspection report was completed, I find that the report completed on May 18, 2016 is of limited evidentiary value, I find that the report merely serves to reflect the Landlord's opinion of the condition of the rental unit at the end of the tenancy.

When making a claim for damages under a tenancy agreement or the *Act*, the party making the claim has the burden of proving their claim. Proving a claim in damages includes establishing that damage or loss occurred; establishing that the damage or loss was the result of a breach of the tenancy agreement or *Act*; establishing the amount of the loss or damage; and establishing that the party claiming damages took reasonable steps to mitigate their loss.

When one party provides evidence of the facts in one way and the other party provides an equally probable explanation of the facts, the party bearing the burden of proof has an obligation to provide proof that corroborates the claim.

I find that the Landlord has submitted insufficient evidence to establish that the Tenants did not return all of the keys that were provided to them. In reaching this conclusion I was heavily influenced by the absence of evidence that corroborates the Landlord's testimony that only one of three keys were returned at the end of the tenancy or that refutes the female Tenant's testimony that all keys were returned. As the Landlord has submitted insufficient evidence to establish that the Tenants did not return all of the keys, the claim for re-keying the locks was dismissed.

I favour the testimony of the female Landlord, who stated that the rental unit required cleaning at the end of the tenancy, over the testimony of the female Tenant, who stated that the rental unit was clean at the end of the tenancy. In reaching this conclusion I was influenced by the testimony of the both Witnesses for the Landlord who corroborate the Landlord's claim that the rental unit was not clean at the end of the tenancy.

I find that the Tenants failed to comply with section 37(2) of the *Act* when the Tenants failed to leave the rental unit in reasonably clean condition at the end of the tenancy. I therefore find that the Landlord is entitled to compensation for the cost of cleaning the rental unit, which was \$766.30.

I find that the carpet in the rental unit was not vacuumed at the end of the tenancy. In reaching this conclusion I was influenced by:

- the testimony of the female Tenant who stated that the photograph submitted in evidence by the Landlord shows that vacuuming was required;
- the female Landlord's testimony that the carpet needed vacuuming; and

- the testimony of both Witnesses for the Landlord who stated that the carpet did not appear to have been vacuumed.

I favour the testimony of the female Landlord, who stated that the carpet had not been steam cleaned at the end of the tenancy, over the testimony of the female Tenant, who stated that the carpet was steam cleaned at the end of April of 2016. In reaching this conclusion I was influenced by the testimony of the Witness for the Landlord who stated that the carpet did not appear to have been cleaned and that there were clothes and garbage on the floor. Given the testimony that there were clothes and garbage on the floor at the end of the tenancy, I find it highly unlikely that the Tenants would have recently steam cleaned the carpet.

I find that the Tenants failed to comply with section 37(2) of the *Act* when the Tenants failed to leave the carpets in the rental unit in reasonably clean condition at the end of the tenancy. I therefore find that the Landlord is entitled to compensation for the cost of cleaning the carpets, which was \$659.74.

I favour the testimony of the female Landlord, who stated that the yard was not clean at the end of the tenancy over the testimony of the female Tenant, who stated that the yard was clean and the lawn was mowed at the end of the tenancy. In reaching this conclusion I was influenced by the testimony of both Witnesses for the Landlord who stated that the lawn needed mowing and there was debris in the yard at the end of the tenancy.

I find that the Tenants failed to comply with section 37(2) of the *Act* when the Tenants failed to leave the yard in reasonably good condition at the end of the tenancy. I therefore find that the Landlord is entitled to compensation for the cost of cleaning the yard and mowing the lawn, which was \$210.00.

I find that the Landlord submitted insufficient evidence to establish that the rental unit needed painting/touching up at the end of the tenancy. In reaching this conclusion I was heavily influenced by the absence of evidence, such as photographs or testimony from independent parties, which corroborates the female Landlord's testimony that painting was required or that refutes the female Tenant's testimony that painting was not required. As the Landlord has failed to establish that painting was required, I dismiss her claim for compensation for painting.

I favour the testimony of the female Landlord, who stated that the attic hatch was damaged during the tenancy, over the testimony of the female Tenant, who stated that the hatch was damaged prior to the start of the tenancy. In reaching this conclusion I was influenced by the testimony of the Witness for the Landlord who stated that the hatch was not damaged at the start of the tenancy.

I favour the testimony of the female Landlord, who stated that the ceiling vent was missing at the end of the tenancy and that the ceiling was damaged during the tenancy, over the testimony of the female Tenant, who stated that the vent and ceiling were not damaged during the tenancy. In reaching this conclusion I was influenced by the testimony of the Witness for the Landlord who stated that the vent was in place and the ceiling was not damaged at the start of the tenancy.

I favour the evidence of the Landlord, who contends that a ceiling tile was damaged during the tenancy over the evidence of the Tenants who contend it was damaged at the start of the tenancy. In reaching this conclusion I was heavily influenced by the testimony of the Witnesses

for the Landlord who stated that he was present when a contractor told the male Landlord and the male Tenant that he had taken a sample of the ceiling tile to have it inspected for asbestos.

On the basis of the undisputed evidence I find that two doors had to be reinstalled at the end of the tenancy. As the Tenants acknowledge removing one of the doors to move furniture, there can be no doubt that they were required to re-install that door. Even if the second door fell off the hinges, as the Tenant contends, the Tenants should not have removed the second hinge and both hinges should have been left with the door.

I favour the testimony of the female Landlord, who stated that the vanity handles were not damaged at the start of the tenancy, over the testimony of the female Tenant, who stated that they were damaged at the start of the tenancy. In reaching this conclusion I was influenced by the testimony of the Witnesses for the Landlord who stated that the handles were not damaged at the start of the tenancy.

I find that the carpet in the rental unit was damaged by a cat. In reaching this conclusion I was influenced by the female Landlord's testimony that the damage appears to have been done by a cat; by the male Landlord's testimony that the damage could not have been caused by the door as it opens the other way; and by the testimony of the Witnesses for the Landlord who stated that the Tenant told him the damage had been caused by a pet. I find that the testimony of the Witness for the Landlord is more compelling than the Tenant's testimony that she did not say that the damage had been caused by a pet.

I favour the testimony of the female Landlord, who stated that four window screens needed re-installing at the end of the tenancy, over the testimony of the female Tenant, who stated that only one window screen was not in place at the end of the tenancy. In reaching this conclusion I was influenced by the testimony of the Witnesses for the Landlord who stated that three or four screens needed to be re-installed at the end of the tenancy.

On the basis of the undisputed evidence I find that some paneling around a furnace had been removed during the tenancy by the Tenants and that they had an obligation to reinstall all of that paneling.

In adjudicating the claims for damage I placed considerable weight on the testimony of the Witness for the Landlord. I found him to be a forthright and credible witness who gave considerable thought to all of his answers and was very evidently trying to be truthful and accurate. I placed considerable weight to his evidence, in part, because he describes himself as a contractor who has no personal connection with the Landlords. I therefore find him to be a reasonably unbiased source. I also placed considerable weight on this testimony because it was very apparent that he did not anticipate being called as a witness at these proceedings and it is therefore reasonable to conclude that he did not discuss his evidence with the Landlords prior to the hearing.

I find that the Tenants failed to comply with section 37(2) of the *Act* when the Tenants failed to repair damage that occurred during the tenancy. I therefore find that the Landlord is entitled to compensation for the cost of repairing the damage that I concluded occurred during the tenancy.

As I have not concluded that the Tenants were obligated to paint the rental unit, I find that the Landlord is not entitled to compensation for painting. As the Landlord submitted one invoice, in

the amount of \$979.65, for all of the repairs completed in the rental unit at the end of the tenancy, it is difficult for me to ascertain how much compensation is due for the repairs that I have concluded the Tenants were obligated to make. Given that there are 11 repair items on the list, 3 of which are for painting, I find it reasonable to conclude that 3/11 of this invoice is for painting. 3/11 of the invoice is \$267.18 and I find that the Tenants are not obligated to pay this portion of the invoice.

As I was unable to conclude that one door did not simply fall off its hinges, as the Tenants contend, I find that the Landlord is not entitled to compensation for re-installing one of the doors. I find that the Landlord is entitled to recover the cost of replacing the hinges that were missing from the door at the end of the tenancy, however, as the Tenants did not take appropriate care of the hinges. I find that re-installing one door would not have taken longer 15 minutes and I therefore find that the Tenants are not obligated to pay for that time. The repair invoice indicates the hourly wage for the repairs were \$55.00 and I therefore find that the Tenants are not obligated to pay \$13.75 of the invoice.

I find that the Landlord is entitled to compensation for the cost of the repairs outlined on the invoice of \$979.65, less \$267.18 for the cost of painting and \$13.75 for time spent installing one door, which equals \$698.72.

Section 67 of the *Act* authorizes me to order a tenant to pay money to a landlord if the landlord has suffered a loss as a result of the tenant breaching the *Act*.

On the basis of the undisputed evidence I find that the Tenants informed the Landlord that they were concerned about potential contaminants in the rental unit. On the basis of the testimony of the male Tenant and the medical letters submitted in evidence, I find that the report was based on a sincere belief that there were contaminants in the rental unit. In the absence of evidence that shows the report was made for a malicious or nefarious purpose, I cannot conclude that the Tenants breached the *Act* when they reported their concerns to the Landlord.

As there is no evidence that the Tenants breached the *Act* by reporting their concerns regarding contaminants, I find that the Tenants are not obligated to pay for the cost of inspecting the rental unit.

On the basis of the undisputed evidence I find that the parties agreed to end the tenancy on the date the Tenants expressed concern about potential contaminants. Given that the tenancy was ending, the Landlord could simply have disregarded the concerns and not had the rental unit inspected if she truly believed the concerns were unfounded.

I find that the Landlord's Application for Dispute Resolution has merit and that the Landlord is entitled to recover the fee for filing this Application for Dispute Resolution.

The dispute resolution process allows an applicant to claim for compensation or loss as the result of a breach of *Act*. With the exception of compensation for filing the Application for Dispute Resolution, the *Act* does not allow an applicant to claim compensation for costs associated with participating in the dispute resolution process. I therefore dismiss the claim for mailing costs, as those are costs incurred as a result of participating in this process.

Conclusion

The Landlord has established a monetary claim, in the amount of \$3,734.76, which includes \$1,300.00 in unpaid rent; \$659.74 for cleaning the carpets; \$766.30 for cleaning, \$210.00 for yard maintenance; \$698.72 for repairing damages; and \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution. Pursuant to section 72(1) of the *Act*, I authorize the Landlord to retain the security deposit and pet damage deposit of \$1,300.00, in partial satisfaction of this monetary claim.

Based on these determinations I grant the Landlord a monetary Order for the balance \$2,434.76. In the event the Tenants do not voluntarily comply with this Order, it may be served on the Tenants, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

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: April 06, 2017

Residential Tenancy Branch