Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes DRI, MNSD, MNDC, FF

Introduction

This hearing dealt with monetary cross applications. The tenants applied for return of double the security deposit and recovery of a rent increase. The landlord applied for monetary compensation for damage or loss under the Act, regulations or tenancy agreement; and, authorization to retain the security deposit.

Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

Preliminary and Procedural Matters

The hearing was held over two dates. An Interim Decision was issued after the first hearing date and should be read in conjunction with this decision.

At the commencement of the reconvened hearing the landlord stated he had and was making an audio recording of the hearing. Rule 6.11 of the Rules of Procedure prohibit the recording of a dispute resolution hearing except by a Court Reporter. I ordered the landlord to stop recording and to delete the recording made of the first hearing date. The landlord stated the recording feature is built into his phone and he does not know how to stop the recording or how to delete previously recorded conversations. I questioned the accuracy of the landlord's statement and in response the landlord stated his phone has expandable memory to store all of his recorded telephone calls. The landlord stated he does not have a landline and if he were to be required to get a different telephone he would not be able to proceed as scheduled. The landlord confirmed that "nothing" happens with the recorded telephone calls. Considering the hearing has already commenced and been adjourned once; considering the landlord confirmed that "nothing" happens with the recordings; and, to bring resolution to these disputes; and I decided to proceed with the hearing despite the landlord recording the hearing. I order the landlord to ensure the recordings are not used in any way.

The landlord requested that I disqualify myself as the Arbitrator on the basis I had affirmed the landlord but I had not affirmed the tenants at the first hearing date and the landlord was of the view I had requested the landlord cancel his Application for Dispute Resolution. As seen in the Interim Decision I had not requested that the landlord cancel his Application for Dispute Resolution but I had offered him the opportunity to withdraw his Application for Dispute Resolution since his witness was not available to testify. At the first hearing, I had dismissed one component of the tenant's application, the request for recovery of a rent increase, and heard from both parties as to the tenants' request for return of double the security deposit. As seen in the decision that follows the decision to grant the tenants' request for doubling of the security deposit hinges largely on undisputed facts and the landlord's testimony. I was of the view I was not biased or unable to make a just decision. Accordingly, I declined to recuse myself from hearing and deciding the Applications before me. I proceeded to affirm both parties and I attempted to confirm with the landlord as to whether the affirmation was satisfactory to which the landlord accused me of "playing games".

As reflected in the Interim Decision, the landlord had indicated that there was a witness that I must hear from who was unavailable to testify during the first hearing date and I expected that witness would be called during the reconvened hearing. The landlord stated the witness would not be called to testify during the reconvened hearing without further explanation.

The landlord did have another witness with him during the reconvened hearing. The landlord initially confirmed to me that the witness was in another room, unable to hear the proceedings and would wait there until called to testify. However, during the hearing the witness could be heard in the background. The landlord explained that the witness had come out because he to leave for a medical appointment. To accommodate this, the witness was called to testify somewhat out of order. Nevertheless, the witness provided testimony before he indicated he had to leave. As the hearing proceeded the witness briefly returned to provide further testimony.

Issue(s) to be Decided

1. Are the tenants entitled to recovery of a rent increase?
2. Are the tenants entitled to doubling of the security deposit?
3. Has the landlord established an entitlement to compensation in the amounts claimed for damages or loss under the Act, regulations or tenancy agreement?
4. Is the landlord authorized to retain any or all of the security deposit?

Background and Evidence

Under a verbal tenancy agreement the female tenant moved into the rental unit near the end of June 2016. The tenant paid a security deposit of $600.00 and was required to pay rent of $1,200.00 on the first day of every month. The tenant's boyfriend subsequently moved into the rental unit and in late August 2016 the landlord and the tenant and her boyfriend (hereafter referred to as the tenants collectively) executed a written tenancy agreement requiring the tenants to pay rent of $1,350.00 on the first day of September 2016. The tenancy was for a one-month fixed term set to expire September 30, 2016. The tenants moved out and possession of the unit was returned to the landlord on October 1, 2016.

Tenant's application

Recovery of increased rent

The tenants seek recovery of the rent increase of $150.00 paid for the month of September 2016. The tenants acknowledged signing the tenancy agreement providing for the increased amount of rent but were of the position they had no choice but to sign the tenancy agreement because they did not want to cause friction with the landlord.

I dismissed this claim summarily as the tenants did not present a basis under the Act for recovery of rent they agreed to pay and it was unnecessary to hear a response from the landlord.

Return of double security deposit

The tenant testified that there was not written agreement for the landlord to make deductions form the security deposit in writing and the landlord was provided a forwarding address in writing, in person, on October 16, 2016. The landlord did not refund the security deposit and the tenants filed their Application for Dispute Resolution seeking its return on November 9, 2016.

The landlord confirmed that he received a forwarding address from the tenant in mid-October 2016 although he was uncertain of the exact date. The landlord stated that he provided the tenant with reasons for not returning the security deposit in a text message sent on or about October 21, 2016. The landlord testified that the tenant had offered to permit a deduction of $200.00 but the landlord was not agreeable to that. The landlord stated that since he did not accept the tenant's offer he understood that he could keep

the security deposit in satisfaction of his losses. The landlord filed his application to seek compensation and claim against the security deposit on December 30, 2016.

It was undisputed that there was no move-in inspection report prepared by the landlord. The landlord submitted that the tenant declined to do an inspection. The tenant stated the landlord did not propose a move-in inspection to her. The landlord stated that photographs were taken and there had been a move-out inspection report prepared at the end of the previous tenancy that would be relied upon.

A move-out inspection was not done with the tenants present. I explored whether a date and time had been scheduled for the move-out inspection.

The tenants testified that the landlord had not proposed a date and time for a move-out inspection and the tenant had requested that one be done but the landlord was reluctant. The male tenant left the property at approximately 10:00 a.m. on October 1, 2016 under the belief all possessions had been removed from the property. After the landlord sent a text message to the female tenant the male tenant returned to the property at approximately 2:30 p.m. to retrieve the few possessions that had been overlooked, namely a bag of frozen food in the freezer and bike parts. At that time the landlord told the tenant that he was keeping the security deposit without specifying a reason except to say the unit was not clean enough. The tenant testified that he walked through the property but the landlord did not walk through with him or prepare a move-out inspection report. Rather, the landlord gave the tenant a few minutes to take photographs of the rental unit. The tenants submitted that the landlord provided a move-out inspection report with the landlord's evidence binder but that it had not been prepared with the tenants present.

I note that the landlord included a copy of a move-out inspection report with his evidence package and the report indicates it was prepared October 3, 2016 and that the tenant "refused to sign".

The landlord testified that the tenancy was supposed to end on September 30, 2016 and the landlord expected to do the move-out inspection in the morning of October 1, 2016 but the tenants were still in possession of the rental unit. The landlord told the tenant he would give the tenants until noon to vacate at which time he would return to do the inspection. According to the landlord the male tenant agreed but when the tenant returned to the property the tenant was combative and the landlord feared for his safety. The male tenant responded by stating that it was the landlord who was combative but the tenant did acknowledge raising his voice and swearing as well.

The tenant stated that vacating the rental unit on October 1, 2016 had been requested by the tenants and agreed to by the landlord weeks in advance. The tenants pointed to text messages in support of their position. The landlord testified that the tenants had requested the ability to stay 3 or 4 additional days into October 2016 and that the landlord was not agreeable to that unless the tenants paid rent up until October 15, 2016 and when tenant to did not accept that offer there was “no deal” and the tenants were required to vacate September 30, 2016 pursuant to their tenancy agreement.

Landlord’s application

Keys and Locks -- $585.00

The landlord submitted that not all of the keys were returned to the landlord when they were supposed to be returned since the tenant had left town with some of them and they were not returned until she was back in town.

The landlord testified that the sum claimed is comprised of payments to three different suppliers of locks and keys: a lock company; a home improvement store; and his witness who provided him with antique keys. The landlord had not provided receipts for the alleged purchases at the lock company or the home improvement store and the landlord was unable to state with any accuracy the amounts paid to those retailers during the hearing in his written submissions. As for the payment to the witness, the landlord stated he paid his witness “about $280.00” for an antique lock with a skeleton key.

The landlord’s witness testified that he buys antique locks and/or keys at flea markets and re-sells them. The witness was asked when he sold a lock/key to the landlord and I noted that the witness hesitated in his answer. The witness was asked how much he received for the lock/key sold to the landlord. The witness sounded like he was starting to say $1 or $100 when he changed his testimony to say $300.00 and then he acknowledged that he did not know.

The witness had provided a written statement dated January 6, 2017. In the wrttien statement he described that the “average cost of a matching set of 2 door locks and knobs is $375 with two keys and the cost for a set of 4 locks matching is $700.00 with keys. The witness states that he met the female tenant and sold the landlord a key on August 1, 2016.

The tenants submitted that all keys in their possession were returned to the landlord although a few were returned late, on October 4, 2016 because the female tenant had

forgotten to take the key off her key ring before heading out of town. The tenant questioned whether the landlord actually replaced keys or locks since the landlord had not provided receipts for the purchases he allegedly made at the lock company or the home improvement store. The tenant also testified that the landlord and his witness are friends and that she had accompanied the landlord to the witness's house on one occasion; saw that the witness had several old keys; and, the witness gave one to the landlord without exchange of payment or discussion of payment.

Drywall, floor and register damage and repairs -- $310.00 + $39.00 + $120.00

The landlord submitted that damage was caused to the drywall, flooring, and register during the tenancy and that repairs had to be made. The landlord had named a drywall company as being the provider of these services in completing his Monetary Order worksheet; however, the landlord did not produce a receipt or receipts or other proof of payment for the amounts claimed. In the absence of verification for the amounts claimed, I dismissed these claims without hearing a response from the tenants.

October 2016 unpaid or loss of rent -- $1,350.00

The landlord submitted that the tenancy was to end September 30, 2016 and the tenants did not vacate until October 1, 2016. The landlord stated that he had a tenant "lined up" for 3:00 p.m. on October 1, 2016 but the tenant was still at the property and caused the landlord to lose that tenant. It was unclear as to whether the person at the property at 3:00 was actually an incoming tenant or prospective tenant. The landlord explained that the person that came to the property on the afternoon of October 1, 2016 had not yet signed a tenancy agreement but she had every intention to rent the unit. The landlord submitted that the aggressive behaviour by the male tenant on the afternoon of October 1, 2016 resulted in the incoming or prospective tenant walking away, telling the landlord's witness that she was no longer interested in the rental unit and that she had found another place to live.

The landlord stated that he had to clean and make repairs to the property and started advertising the unit at the end of October 2016.

The tenants submitted that they had requested and the landlord had agreed to permit them to vacate the unit on October 1, 2016, which they did. The tenants submitted that the landlord had indicated to them that he had new tenants in September 2016 but then he continued showing the unit to prospective tenants at the end of September 2016.

The male tenant testified that he did not see any prospective or incoming tenant at the property in the afternoon of October 1, 2016. The male tenant acknowledged swearing at the landlord and there was a heated exchange but claimed the landlord was also aggressive.

The landlord's witness testified that the male tenant was swearing and yelling at the landlord while he was talking to the prospective tenant outside. Then the prospective tenant left, indicating she would "not put up with that". The male tenant questioned the witness as to the name and appearance of the alleged prospective tenant. The witness did not know her name and stated that he could not remember what she looked like. In the witnesses written statement of January 9, 2017 he described hearing the tenant say the landlord was a "fucking slumlord and asshole."

Cleaning -- $160.00

The landlord submitted that additional cleaning was required in the rental unit. The landlord had named a cleaning company in preparing his Monetary Order worksheet; however, the landlord testified that he did not use that company to clean the unit after the tenancy ended and that he had used an individual to do the cleaning and he paid her in cash. I noted that a receipt had not been provided for cleaning after the tenancy ended but the landlord provided a receipt for six hours of cleaning of a similar sized unit. I found the landlord's submissions as to this claim inconsistent and in the absence of verification of the amount paid for cleaning I dismissed this claim without hearing from the tenants.

Garbage disposal/dump run -- $45.00

The landlord submitted that the tenants left food, bicycle parts, climbing ropes and other miscellaneous items at the rental unit. The landlord stated that the claim represents the dump fee and gas for his vehicle to take the items to the dump. The landlord did not produce a receipt for the dump fee. The landlord stated the dump charges $90.00 per tonne. The landlord did not provide state how many tonnes, or portion thereof, that he took to the dump.

The tenant stated that one bag of frozen food was in the freezer and bike parts were left at the property the morning of October 1, 2016 but the male tenant picked up those items when he returned to the property in the afternoon of October 1, 2016. The tenant acknowledged that climbing ropes were left at the property because the landlord wanted them. The tenant acknowledged that climbing holds were installed on a pole in the yard by the landlord and they were still there at the end of the tenancy because the tenants

did not have the ability to retrieve them. As for miscellaneous items, the tenant acknowledged that one very small picture frame was forgotten and that it weighed very little. A photograph of the forgotten picture frame was included in evidence. The tenant questioned whether the landlord incurred any garbage disposal costs since a receipt for the dump was not produced.

Analysis

Upon consideration of everything before me, I provide the following findings and reasons with respect to each Application for Dispute Resolution.

A party that makes an application for monetary compensation against another party has the burden to prove their claim. Awards for compensation are provided in section 7 and 67 of the Act. Accordingly, an applicant must prove the following:

1. That the other party violated the Act, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. Verification for the value of the loss; and,
4. That the party making the application did whatever was reasonable to minimize the damage or loss.

The burden of proof is based on the balance of probabilities. It is important to note that 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 has not met the onus to prove their claim and the claim fails.

Tenants' Application for Dispute Resolution

Recovery of increased rent

The tenant had an oral tenancy agreement that was replaced with a written tenancy agreement that included a co-tenant. Parties are at liberty to renegotiate their terms of tenancy and when a new tenancy agreement is executed it replaces the former agreement. The tenant stated she felt she had no choice but to sign a new tenancy agreement but I am not satisfied that there was undue coercion or duress inflicted upon the tenants by the landlord. I am of the view that the tenant had a choice to continue her former tenancy agreement if she was not agreeable to the new terms proposed by the landlord. Had the former tenancy agreement continued and if the landlord was of the position the tenant was in breach of her former tenancy agreement the landlord

would have had to serve her with a Notice to End Tenancy in the approved form indicating one of the permissible reasons for ending the tenancy and that Notice would have been subject to dispute. Instead, what happened is that the tenants opted to agree to the new terms of tenancy so as to avoid friction with the landlord on their own free will and there is no basis for to rescind that agreement even if friction occurred after entering into the new tenancy agreement. Accordingly, I find the new tenancy agreement was binding and the tenants paid the rent that was due under that agreement. Therefore, I find there is no violation of the Act, regulations or tenancy agreement with respect to the landlord in collecting rent of $1,350.00 for the month of September 2016 and I dismiss this portion of the tenants' claim.

Return of double security deposit

The Act contains a specific provision with respect to returning or claiming against a security deposit under section 38 of the Act. Accordingly, I rely upon section 38 of the Act to determine the tenants' entitlement to doubling of the security deposit as opposed to section 7 that applies to most other claims for compensation.

As provided in section 38(1) of the Act, a landlord has 15 days, from the later of the day the tenancy ends or the date the landlord receives the tenant's forwarding address in writing to return the security deposit to the tenant, reach written agreement with the tenant to keep some or all of the security deposit, or make an Application for Dispute Resolution claiming against the deposit. If the landlord does not return the deposit or file for dispute resolution to retain the deposit within fifteen days, and does not have the tenant's written agreement to keep the deposit, the landlord must pay the tenant double the amount of the deposit pursuant to section 38(6) of the Act.

Section 38(2) of the Act provides that section 38(1) does not apply if there was extinguishment on part of the tenant under section 24 or 36 of the Act. Sections 24 and 36 also provide that a landlord may extinguish the right to claim against the security deposit if move-in or move-out inspections obligations are not met by the landlord. I proceed to consider whether one of the parties extinguished their right to the security deposit.

I was provided disputed submissions that the landlord proposed a date and time for doing a move-in inspection to the tenant but it is undisputed that the landlord failed to prepare a move-in inspection report as required under section 23 of the Act. Where a landlord fails to prepare a move-in inspection report the landlord's right to make a claim against the security deposit for damage is extinguished under section 24 of the Act. Although the landlord submitted that photographs were taken and a move-out

inspection was performed with the previous tenant, such evidence does not replace the requirement for a landlord to inspect the rental unit with the tenant and prepare a move-in inspection report.

I was also provided disputed submissions as to whether the landlord had scheduled a date and time to do the move-out inspection with the tenant(s). The landlord submitted that it was proposed and agreed to take place on October 1, 2016 at noon and the tenants denied that to be true; however, the landlord prepared a move-out inspection report on October 3, 2016 indicating the tenant "refused to sign" but the tenants were not at the property to do a move-out inspection on October 3, 2016. While I have significant doubt that the landlord had proposed two opportunities for the tenants to participate in a move-out inspection in a manner that complies with section 17 of the Residential Tenancy Regulations and the tenants failed to participate, there is clear evidence that the landlord did not send a copy of the move-out inspection report to the tenants within 15 days of receiving the tenant's forwarding address and the consequence for failing to do so is extinguishment for the landlord under section 36 of the Act.

In light of the above, I find there is clear evidence the landlord extinguished his right to make a claim against the security deposit for damage and insufficient evidence the tenants extinguished their right to its return.

Having found that there is insufficient evidence to conclude the tenants extinguished the right to return of the security deposit, I proceed to consider whether the security deposit was administered by the landlord in accordance with section 38(1) of the Act.

I was provided consistent submissions of both parties that the tenant provided a forwarding address, in writing, to the landlord on or about October 16, 2016. Accordingly, the landlord had until October 31, 2016 to refund the security deposit to the tenant; obtain the tenant's written consent to retain the security deposit; or file an Application for Dispute Resolution to claim against the security deposit. I was provided undisputed submissions that the parties did not reach a written agreement with respect to the landlord retaining the security deposit and the landlord did not file his Application for Dispute Resolution to claim against the deposit until December 30, 2016 which is well after the landlord's deadline to do so. Therefore, I find the landlord violated section 38(1) of the Act and must now pay the tenants double the security deposit, or $1,200.00, pursuant to section 38(6) of the Act.

I further award the tenants recovery of the $100.00 filing fee they paid for their application.

In light of the above, the tenants are awarded a total amount $1,300.00 under their Application for Dispute Resolution.

Landlord's Application for Dispute Resolution

As described in the four part test for damages described earlier, it is not enough for an applicant to demonstrate the other party violated the Act, regulations or tenancy agreement. The applicant must also prove that a loss resulted from the violation; prove the value of the loss; and, demonstrate that reasonable steps were taken to minimize any loss.

Locks and keys

It was undisputed that the tenants failed to return all keys to the landlord by the end of their tenancy, as required under section 37 of the Act; however, I find the landlord failed to sufficiently substantiate that he suffered a loss of $585.00 as a result. The landlord stated that this amount is the sum of three purchases, including two at retail establishments, yet the landlord did not produce receipts and could not provide the amounts he paid to these establishments. As for the alleged payment to the witness, I found the landlord's testimony not sufficiently clear nor adequately supported by the witness who provided less than clear testimony. Further, the witness's written submission refers to a key given to the landlord on August 1, 2016, when the tenancy started, but did not refer to a lock or key sold to the landlord after the tenancy ended. Therefore, I dismiss the landlord's request to recover $585.00 from the tenants for locks and keys.

Drywall, floor and register damage and repairs

A tenant is required to leave a rental unit undamaged at the end of the tenancy. A tenant is not required to repair pre-existing damage or reasonable wear and tear. I was provided disputed submissions as to whether the tenants damaged the rental units; however, I find it unnecessary to make that determination for the following reason.

T landlord did not submit any receipt(s) to corroborate the amounts claimed and I find I am not satisfied the landlord suffered a loss of the amounts claimed. Therefore, I dismiss this portion of the landlord's claim without further considering whether the tenants were even responsible for the damage alleged.

Unpaid/loss of rent – October 2016

The landlord pointed to two reasons for seeking loss of rent form the tenants for October 2016. The first reason being that the tenants failed to vacate the rental unit by September 30, 2016. It was undisputed that the tenants remained in possession of the unit until October 1, 2016.

The written tenancy agreement provides that the tenancy was set to end on September 30, 2016 although it appears to have read October 1, 2016 at one point in time. Nevertheless, the tenant acknowledged in her written submission that the tenancy agreement provided to her had read September 30, 2016 and I find that is the date the tenancy was to end.

Under section 37 of the Act, a tenant is required to return vacant possession of a rental unit by 1:00 p.m. on the last day of tenancy, which was September 30, 2016. The tenants did not vacate by that date.

Section 57 of the Act provides a remedy for the landlord when a tenant does not vacate the rental unit when required. As defined in section 57(1), a tenant is an over holding tenant when the tenant does not vacate a rental unit by the end of the tenancy. While the tenant may have had the landlord's consent to vacate the unit on October 1, 2016, section 57(3) provides that: "A landlord may claim compensation from an over holding tenant for any period that the over holding tenant occupies the rental unit after the tenancy is ended." Pursuant to section 57(3) of the Act, I find the landlord is entitled to compensation for the over-holding period of one day, or $43.55 ($1,350.00 / 31 days in October 2016).

The landlord also pointed to the conduct of the male tenant on October 1, 2016 as being a reason the landlord lost rental revenue for the month of October 2016, claiming a prospective tenant or a tenant he had "lined up" walked away due to the conduct of the male tenant. I was provided disputed submissions of both the landlord and the male tenant as to what transpired on October 1, 2016. The tenant acknowledged a heated exchange between them and swearing; however, I find it likely that both parties were acting combatively considering the tenant's acknowledgement of such and the argumentative demeanor that the landlord displayed during the hearing. In any event, I was not persuaded that the altercation resulted in a loss of revenue for the landlord considering the following factors:

- The landlord was aware that the tenancy was ending September 30, 2016 since August 2016 and was still advertising and showing the rental unit at the end of September 2016 and according to the landlord he did not resume advertising efforts until the end of October 2016.
- The landlord submitted that the incoming or prospective tenant at the property on October 1, 2016 had an intention to rent the unit but did not because of the tenant's behaviour (namely referring to the landlord as a "fucking slumlord and asshole according to the witness); however, to make such a submission requires the landlord to have knowledge of that person's mind and this was not supported by testimony of the incoming/prospective tenant or other corroborating evidence of that person.
- The perspective or incoming tenant was not seen by the tenant and the witness, who was allegedly speaking with her outside the renal unit, could not even recall what she looked like upon cross examination.

Cleaning

A tenant is required to leave a rental unit "reasonably clean" at the end of the tenancy. I was provided disputed submissions as to whether the tenants met this obligation; however, I find it unnecessary to make a determination as to whether the tenants met their obligation for the following reason.

The landlord provided inconsistent submissions as to who performed cleaning in the rental unit and no documentary evidence to support the amount claimed. For example, the landlord prepared his Monetary Order worksheet naming a particular cleaner in making his claim for cleaning; but, at the hearing the landlord testified that the cleaning company did not perform the service. Rather, another individual allegedly performed cleaning services for the landlord after the tenancy ended but a receipt was not provided. I find the landlord's submissions inconsistent and unreliable and the amount of the claim unsupported. Therefore, I dismiss this portion of the landlord's claim.

Garbage disposal

A tenant is required to return vacant possession of a rental unit to the landlord at the end of the tenancy under section 37 of the Act and I interpret this requirement to mean the tenant must remove all of their personal possessions from the property. The parties provided disputed submissions as to what was left at the property after October 1, 2016. It appears to me that the landlord's list of items did not reflect that the male tenant retrieved most of those items in the afternoon of October 1, 2016. In any event, the

tenants acknowledged leaving a small picture frame, climbing ropes and climbing holds at the property after the tenancy ended. However, I find the amount claimed by the landlord was not supported by a dump receipt despite his assertion that he went to the dump with these items. I have significant reservations that the landlord even went to the dump. Therefore, I in recognition that the tenants left a few items behind at the property, I award the landlord a nominal award of $5.00 to dispose of those few items.

Filing fee

The landlord had very limited success with his application. Considering the amounts I have awarded the landlord and the tenants offer to settle with the landlord in October 2016 I find this dispute could have been avoided had the landlord been more reasonable. Therefore, I make no award for recovery of the filing fee to the landlord.

In light of all of the above, the landlord is awarded a total of $48.55 for one day of over holding and a nominal award for garbage disposal.

Monetary Order

Pursuant to section 72 of the Act, I offset the landlord's award against the tenants' award and I provide the tenants with a Monetary Order in the net amount of $1,251.45 ($1,300.00 less $48.55) to serve and enforce upon the landlord.

Conclusion

The tenants are awarded $1,300.00. The landlord is awarded $48.55. The awards are offset and the tenants are provided a Monetary Order in the net amount of $1,251.45 to serve and enforce upon he landlord.

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

Dated: July 20, 2017

Residential Tenancy Branch