Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes Landlords: MNDC MNR MNSD FF
Tenants: MNDC MNSD

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties under the *Residential Tenancy Act* (the "*Act*").

The Landlords' Application for Dispute Resolution is dated July 25, 2017 (the "Landlords' Application"). The Landlords applied for the following relief, pursuant to the *Act*:

- a monetary order for money owed or compensation for damage or loss;
- a monetary order for unpaid rent or utilities;
- an order allowing the Landlords to keep all or part of the security deposit and/or pet damage deposit; and
- an order granting recovery of the filing fee.

The Tenants' Application for Dispute Resolution was made on December 28, 2017 (the "Tenants' Application"). The Tenants applied for the following relief, pursuant to the *Act*:

- a monetary order for money owed or compensation for damage or loss; and
- an order that the Landlords return all or part of the security deposit and/or pet damage deposit.

The Landlords attended the hearing in person. The Tenant G.P. attended the hearing on behalf of both Tenants. All parties giving oral testimony provided affirmed testimony.

The Landlords testified that a documentary evidence package was served on the Tenants by registered mail. Canada Post tracking documents confirm these documents were received by the Tenants on April 4, 2018. The Tenant G.P. also confirmed receipt. In addition, on behalf of the Tenants, G.P. testified that the Tenants' documentary evidence was served on the Landlords by registered mail on February 9, 2018. The Landlords acknowledged receipt. No party raised any issue with respect to service or receipt of the above documents during the hearing. Pursuant to section 71 of the *Act*, I find the above documents were sufficiently served for the purposes of the *Act*.

The parties in attendance were provided with a full opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure and to which I was referred. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues

1. Are the Landlords entitled to a monetary order for money owed or compensation for damage or loss?
2. Are the Landlords entitled to a monetary order for unpaid rent or utilities?
3. Are the Landlords entitled to an order allowing the Landlords to keep all or part of the security deposit and/or pet damage deposit?
4. Are the Landlords entitled to an order granting recovery of the filing fee?
5. Are the Tenants entitled to a monetary order for money owed or compensation for damage or loss?
6. Are the Tenants entitled to an order that the Landlords return all or part of the security deposit and/or pet damage deposit?

Background and Evidence

A copy of the tenancy agreement between the parties was submitted into evidence. It confirmed the fixed-term tenancy began on September 1, 2016. The parties confirmed the tenancy ended on June 30, 2017, pursuant to a Mutual Agreement to End a Tenancy, dated May 30, 2017 (the "Mutual Agreement"). At all material times, rent in the amount of $2,800.00 per month was due on the first day of each month. The Tenants initially paid a security deposit of $2,800.00, but subsequently applied the apparent overpayment to the last month's rent, in accordance with section 19 of the *Act*. The Landlords continue to hold the remaining $1,400.00.

The Landlords' Claim

The Landlords' claim for $1,987.66 was summarized on a type-written form submitted with the Landlords' documentary evidence. First, the Landlord claimed $120.00 to replace a missing front entry rug and a hallway runner that was frayed and stained. A photographic image depicting a small stain was included with the Landlords' documentary evidence, as was a receipt from The Home Depot. A Condition Inspection Report was completed by the Landlords' friend and realtor, F.R., and a copy was submitted into evidence by the Landlords. The Condition Inspection Report did not refer to this and many of the other claims being made by the Landlords. However, the Landlords sent an email to the Tenants, dated July 13, 2017, outlining their additional concerns. The Landlords acknowledged their agent did not record many of their subsequent concerns during the move-out condition inspection.

In reply, the Tenant acknowledged the entry rug was thrown away and replaced after her daughter vomited on it. However, she testified that the runner was already frayed and that the stain was "microscopic". The Tenants submitted a photographic image of the apparently small stain. On behalf of the Tenants, G.P. submitted that this was normal wear and tear, and that no issues were recorded on the Condition Inspection Report.

Second, the Landlords claimed $462.00 for materials and labour to repair a wood kitchen countertop they say was stained by the Tenants. However, the Landlords again acknowledged that their agent did not notice the kitchen countertop. As a result, it was not recorded on the Condition Inspection Report. In support, the Landlords submitted a photographic image of a section of the countertop and receipts for materials. Labour was based on 8 hours of work at $45.00 per hour.

In reply, G.P. noted that the Condition Inspection Report referred to "some water stains" on the kitchen countertop at the beginning of the tenancy. She also noted that the receipt submitted by the Landlords included items such as a sander, motor oil, and cheese puffs. In support, G.P. referred me to a photographic image submitted by the Tenants depicting the countertop.

Third, the Landlords claimed $175.00 for general cleaning. This amount was based on 7 hours of cleaning at $25.00 per hour. The Landlords described a trail of soot throughout the rental unit and provided a photographic image of some place specks on the wooden stairs in support. The Landlords also advised the bathroom needed to be

cleaned. Again, the Landlords acknowledged the need for cleaning was not recorded in the Condition Inspection Report.

In reply, G.P. testified the Tenants hired a professional cleaner at the end of the tenancy. The Tenants submitted a number of photographic images of the rental unit in support. The Tenants also submitted a letter from the cleaner, dated August 27, 2017. In it, the cleaner, who attended on June 26 and 28, 2017, advised that she cleaned the rental unit "thoroughly", listing the specific tasks she performed throughout.

Fourth, the Landlords claimed $90.00 for paint touch-ups on hallway corners, baseboards, bedroom doors, and trim. This amount was based on 2 hours of labour at $45.00 per hour. The Landlords referred to a photographic image of a baseboard submitted into evidence.

In reply, the Tenant again noted that these issues were not recorded on the Condition Inspection Report completed by the Landlords' agent.

Fifth, the Landlords claimed $120.00 to repair a dinged dishwasher panel. The Tenant agreed to this aspect of the Landlords' claim, which was recorded on the Condition Inspection Report submitted into evidence by the Landlords.

Sixth, the Landlords claimed $110.00 to replace a water-damaged cabinet and panel beside the dishwasher. In support, the Landlords referred to a photographic image depicting cracked paint at the base of a wall or divider.

In reply, G.P. testified she was unaware of the cracked paint and that it is not recorded on the Condition Inspection Report in any event.

Seventh, the Landlords claimed $60.00 to repair an "inoperable" vanity sink stopper and to unclog the drain. A.T. testified he had to disassemble the sink to clear the clog. He also stated that the chrome finish had been damaged and that it looked like the Tenants used Drain-O in the sink.

In reply, the Tenant denied the sink was plugged. She again referred to the cleaner's letter, referenced above, which stated: "On neither occasion was the vanity sink stopper inoperable, nor the drain clogged."

The Tenants also submitted a photographic image of the drain, suggesting it was not plugged and worked fine, and that the Condition Inspection Report does not refer to an issue with the drain.

Eighth, the Landlords claimed $120.00 to repair a leaky toilet flapper that the Tenants did not report to them, resulting in inflated water bills. A receipt in the amount of $117.86 was submitted in support.

In reply, G.P. testified the Tenants were unaware of a problem with the toilet, and that it was not reflected on the Condition Inspection Report in any event.

Ninth, the Landlords claimed $186.52 for what was characterized as an overuse of in-floor electrical heat by the Tenants in part of the rental property shared by the parties from October 2016 to May 2017. The Tenants' rental unit and the shared space were separated by a vinyl curtain. The Tenants were permitted to use the shared space when the Landlords or their guests were not present. Although not referred to in detail during the hearing, the Landlords submitted six pages of BC Hydro statements.

In reply, G.P. confirmed the Landlords permitted the Tenants to use the shared space as described above. She referred to an email dated from H.T. to the Tenants, dated June 6, 2016, in which she confirmed the Tenants could have "use of the lower family room and bathroom when not occupied". However, G.P. denied the in-floor electrical heat was left on, and noted that the tenancy agreement included electricity and heat. G.P. also noted that the Landlords and the Landlords' guests also used the space.

Tenth, the Landlords claimed $352.96 for use of the phone in the rental property from November 2016 to June 2017. Although not referred to in detail during the hearing, the Landlords submitted 19 pages of telephone invoices with hand-written notes.

In reply, G.P. referred to an email from the Landlords to the Tenants, dated June 6, 2016, which specified that rent included a "phone line (with unlimited wide Canada calling". In a subsequent email, dated September 8, 2016, the Landlords again stated: "you are welcome to use our line". Further, in an email from the Landlords to the Tenants, dated November 8, 2016, the Landlords acknowledged their error that their telephone plan did not include unlimited Canada wide calling.

Eleventh, the Landlords claimed $191.18 for water and sewer costs incurred due to the Tenants' alleged overuse from January 2017 to June 2017. A.T. submitted that water use was more than what was anticipated in the Landlords' budget. In support, the Landlords submitted a statement from the local municipality, dated April 30, 2017.

In reply, the Tenant denied overuse of water, which was included with rent on the tenancy agreement submitted into evidence.

Finally, the Landlords sought to recover the $100.00 filing fee paid to make the Landlords' Application.

The Tenants' Claim

The Tenants' claim was summarized on a Monetary Order Worksheet, dated December 28, 2017. First, the Tenants claimed $1,400.00 for the return of the security deposit. G.P. testified the Tenants provided the Landlord with their forwarding address in writing during the move-out condition inspection on June 30, 2017. The Tenants submitted a copy of the Condition Inspection Report into evidence. Further, G.P. acknowledged the Tenants agreed the Landlord could retain $120.00 from the security deposit in relation to the dinged dishwasher panel.

In reply, the Landlords did not dispute the Tenants' forwarding address was received as claimed.

Second, the Tenants claimed $2,800.00 for the return of the last month's rent. On behalf of the Tenants, G.P. acknowledged that a notice to end tenancy for landlord's use of property was not issued, and that the tenancy ended on June 30, 2017, by Mutual Agreement. However, G.P. testified the Tenants "felt quite a bit of pressure" from the Landlords to vacate, including one "oral eviction" and "three email evictions".

In reply, A.T. agreed there was a lot of back-and-forth discussion about the end of the tenancy, resulting in the Mutual Agreement. Further, A.T. testified that the Tenants did not pay rent in full for the month of June 2017, having withheld $1,400.00 from the security deposit paid.

Third, the Tenants claimed $662.50 for additional rent. G.P. testified this was for the additional rental cost at the Tenants' new rental unit for the last week of June 2017. G.P. submitted the cost should be reimbursed by the Landlords because the Tenants did not have anywhere to store belongings from the time the tenancy ended on June 30, 2017, and the time the new tenancy began on July 1, 2017. In support, the Tenants submitted a copy of a cheque to their new landlords.

In reply, A.T. testified the parties voluntarily entered into the Mutual Agreement, which stipulated that the tenancy would end on June 30, 2017, and submitted that the Landlords should not be responsible for contractual arrangements with the Tenants' new landlord.

Fourth, the Tenants claimed $115.39 for the cost of renting a moving vehicle and purchasing boxes. Receipts were provided in support. The Landlords disputed this aspect of the Tenants' claim but did not provide further testimony in response.

Fifth, the Tenants claimed $700.00 for lawn service. This was based on a rent reduction of $70.00 per month for ten months. On behalf of the Tenants, G.P. testified that the original agreement provided that the Tenants would take care of lawn and garden service for a rent reduction of $70.00 per month. However, the Tenants identified what they believed to be raccoon feces in the yard and decided instead to pay the full amount of rent. The claim is based on what G.P. testified was the Landlords' failure to maintain the yard as discussed but not agreed to before the parties entered into the tenancy agreement. A photograph of part of the yard was submitted in support.

In reply, A.T. testified that the Landlords hired someone to provide lawn service and submitted receipts in support. A.T. also testified that the tall stalks depicted in the photograph submitted by the Tenants are flowerless bluebells.

Sixth, the Tenants claimed $472.87 for a loss of use of the basement area. The Tenants provided a calculation showing how the amount claimed was determined, based on square footage, for the period from May 26 – June 30, 2017. According to G.P., the basement area was "taped shut" for this period. The parties agreed the basement area, which consisted of a living room area and bathroom, was available for

use by the Tenants. However, the parties disagreed about how often the Tenants were able to use it. On behalf of the Tenants, G.P. submitted the Tenants were permitted to use the basement area whenever it was not occupied by the Landlords or their guests.

In reply, A.T. submitted the Tenants were only permitted to use the space a few times per month. Further, he referred to the written tenancy agreement, which confirmed the rental was for the main floor of the rental property only.

Seventh, the Tenants claimed $71.39 for loss of use of laundry facilities during the tenancy. Again, the Tenants provided a calculation showing how the amount claimed was determined, based on square footage, on a pro-rated basis, for the period from May 25-31, 2017.

In reply, A.T. referred to the Tenants' photographic evidence that depicted the laundry room area, suggesting the Tenants obviously had access. Further, A.T. testified the move-in condition inspection indicated there would be a brief loss of use for painting. Finally, A.T. testified that the Tenants never advised him during the tenancy that they could not access the laundry area, which would have been rectified.

Eighth, the Tenants claimed $100.00 in recovery of the filing fee paid to make the Tenants' Application.

Finally, at the conclusion of the hearing, G.P. submitted the Landlords should be "fined" for collecting a security deposit at the beginning of the tenancy that was double the permissible amount under the *Act*, and for a loss of quiet enjoyment due to harassment by the Landlords during the tenancy. However, these administrative penalties are not determined through the Dispute Resolution process. I refer the Tenant to the Residential Tenancy Branch website for information and/or to contact the Branch to speak with an Information Officer for more details.

Analysis

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

Section 67 of the *Act* empowers me to order one party to pay compensation to the other if damage or loss results from a party not complying with the *Act*, regulations or a tenancy agreement.

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided for in sections 7 and 67 of the *Act.* 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. The value of the loss; and
4. That the party making the application did what was reasonable to minimize the damage or loss.

In this case, the burden of proof is on each party to prove the existence of the damage or loss, and that it stemmed directly from a violation of the *Act,* regulation, or tenancy agreement. Once that has been established, the party must then provide evidence that can verify the value of the loss or damage. Finally it must be proven that the party did what was reasonable to minimize the damage or losses that were incurred.

The Landlords' Claim

With respect to the Landlords' claim for $120.00 to replace a missing front entry rug and a hallway runner, I find there is insufficient evidence before me to conclude the Landlords are entitled to the relief sought. The Condition Inspection Report completed by the Landlords' agent at the end of the tenancy did not indicate any issue with the front entry rug or hallway runner. This aspect of the Landlords' Application is dismissed.

With respect to the Landlords' claim for $462.00 for materials and labour to repair a wood kitchen countertop, I find there is insufficient evidence before me to conclude the Landlords are entitled to the relief sought. The Condition Inspection Report completed by the Landlords' agent at the end of the tenancy did not indicate any issue with the wood kitchen countertop. Although photographic evidence submitted by the Landlords depicted water stains on the countertop, "some water stains" were also noted on the Condition Inspection Report at the beginning of the tenancy. This aspect of the Landlords' Application is dismissed.

With respect to the Landlords' claim for $175.00 for general cleaning, I find there is insufficient evidence before me to conclude the Landlords are entitled to the relief sought. The Condition Inspection Report completed by the Landlords' agent at the end of the tenancy did not indicate any issue with the cleanliness of the rental unit. Further, I accept the testimony of G.P., who advised that a professional cleaner was hired at the end of the tenancy. This aspect of the Landlords' Application is dismissed.

With respect to the Landlords' claim for $90.00 for paint touch-ups on hallway corners, baseboards, bedroom doors, and trim, I find there is insufficient evidence before me to conclude the Landlords are entitled to the relief sought. The Condition Inspection Report completed by the Landlords' agent at the end of the tenancy did not indicate any need for paint touch-ups in the rental unit. This aspect of the Landlords' Application is dismissed.

With respect to the Landlords' claim for $120.00 to repair a dinged dishwasher panel. The Tenant agreed to this aspect of the Landlords' claim, which was recorded on the Condition Inspection Report submitted into evidence by the Landlords. I grant the Landlords a monetary award in the amount of $120.00.

With respect to the Landlords' claim for $110.00 to replace a water-damaged cabinet and panel beside the dishwasher, I find there is insufficient evidence before me to conclude the Landlords are entitled to the relief sought. The Condition Inspection Report completed by the Landlords' agent at the end of the tenancy did not refer to water-damaged cabinet and panel beside the dishwasher. This aspect of the Landlords' Application is dismissed.

With respect to the Landlords' claim for $60.00 to repair an "inoperable" vanity sink stopper and to unclog the drain, I find there is insufficient evidence before me to conclude the Landlords are entitled to the relief sought. The Condition Inspection Report completed by the Landlords' agent at the end of the tenancy did not refer to the operation of the vanity sink. However, I accept the evidence of the Tenants, which included a letter from the cleaner, confirming that on neither occasion was the vanity sink inoperable or the drain clogged. This aspect of the Landlords' Application is dismissed.

With respect to the Landlords' claim for $120.00 to repair a leaky toilet flapper that the Tenants did not report to them, resulting in inflated water bills, I find there is insufficient evidence before me to conclude the Landlords are entitled to the relief sought. The Condition Inspection Report completed by the Landlords' agent at the end of the tenancy did not refer to a leaky flapper. Further, the Tenants testified, and I find, they were unaware of any problem with the toilet. This aspect of the Landlords' Application is dismissed.

With respect to the Landlords' claim for $186.52 for an overuse of in-floor electrical heat, I find there is insufficient evidence to conclude the Landlords are entitled to the relief sought. Specifically, there is insufficient evidence of use by the Tenants. It was not disputed that the Landlords and/or their guests used the basement space during the tenancy, making it difficult, if not impossible to determine the Tenants' own use. This aspect of the Landlords' Application is dismissed.

With respect to the Landlords' claim for $352.96 for use of the phone in the rental property from November 2016 to June 2017, I find there is insufficient evidence before me to conclude the Landlords are entitled to the relief sought. As noted in the email dated June 6, 2016, the rental included use of a phone line with "unlimited wide Canada calling". That the Landlords subsequently recognized an error with the telephone plan, resulting in higher-than-expected charges does not mean the Tenants should not be liable for these costs. This aspect of the Landlords' Application is dismissed.

With respect to the Landlords' claim for $191.18 for water and sewer costs, I find there is insufficient evidence before me to conclude the Landlords are entitled to the relief sought. As A.T. testified during the hearing, water use was greater was budgeted by the Landlords. However, the Landlords' failure to properly budget for variable water use by tenants does mean these Tenants should now be liable for these costs. This aspect of the Landlords' Application is dismissed.

I find the Landlords have demonstrated an entitlement to a monetary award in the amount of $120.00 to repair the dishwasher panel, as agreed to by the Tenants during the move-out condition inspection.

The Tenants' Claim

With respect to the Tenants' claim for the return of the security deposit, section 38(1) of the Act requires a landlord to repay deposits or make an application to keep them by making a claim against them by filing an application for dispute resolution within 15 days after receiving a tenant's forwarding address in writing or the end of the tenancy, whichever is later. When a landlord fails to do one of these two things, section 38(6) of the Act confirms the landlord must pay the tenant double the amount of the security deposit. The language is mandatory.

In this case, I find the Tenants provided the Landlords with a forwarding address in writing on June 30, 2017. Accordingly, the Landlords had until June 15, 2017, to repay the deposit or file an application for dispute resolution. The Landlords' Application was filed on July 25, 2017. Although the parties agreed the Landlords could retain $120.00 from the security deposit, the Landlords have not repaid any part of the security deposit to the Tenants.

In light of the above, and pursuant to section 38(6) of the *Act*, I find the Tenants have demonstrated an entitlement to receive double the amount of the security deposit held by the Landlords. Policy Guideline #17(C)(5) provides assistance when calculating the amount of the security deposit to which a tenant is entitled:

> *Example B: A tenant paid $400 as a security deposit. During the tenancy, the parties agreed that the landlord use $100 from the security deposit towards the payment of rent one month. The landlord did not return any amount. The tenant applied for a monetary order and a hearing was held.*
>
> *The arbitrator doubles the amount that remained after the reduction of the security deposit during the tenancy. In this example, the amount of the monetary order is $600.00 ($400 - $100= $300; $300 x 2 = $600).*
>
> [Reproduced as written.]

Accordingly, I find the Tenants have demonstrated an entitlement to a monetary award of $2,560.00, which has been calculated in accordance with Policy Guideline #17(C) as follows:

($1,400.00 - $120.00) x 2 = $2,560.00

With respect to the Tenants' claim for $2,800.00 for the return of the last month's rent, section 51 of the *Act* confirms that a tenant who receives a notice to end tenancy for landlord's use of property is entitled to receive an amount that is the equivalent of one month's rent payable under the tenancy agreement. It is the receipt of a notice to end tenancy for landlord's use of property that triggers the tenant's entitlement to compensation. In this case, the parties agreed that the Landlords did not issue a notice to end tenancy for landlord's use of property. Rather, the tenancy ended on June 30, 2017, pursuant to the Mutual Agreement. Accordingly, I find the Tenants are not entitled to the relief sought. This aspect of the Tenants' Application is dismissed.

With respect to the Tenants' claim for $662.50 for duplicate rent paid for the Tenants' new rental unit during the last week of June 2017, I find the Tenants are not entitled to the relief sought. The Mutual Agreement, referred to above, confirmed the parties agreement to end the tenancy on June 30, 2017. If the Tenants required additional time to move their belongings, the parties could have negotiated that term into the Mutual Agreement. I also note it is the usual practice among landlords and tenants to end tenancies on the last day of the month and commence tenancies on the first day of the month. This aspect of the Tenants' Application is dismissed.

With respect to the Tenants' claim for $115.39 for moving expenses, I find the Tenants are not entitled to the relief sought. Again, the tenancy ended on June 30, 2017, pursuant to the Mutual Agreement. This aspect of the Tenants' Application is dismissed.

With respect to the Tenants' claim for $700.00 for lawn service, I find the Tenants are not entitled to the relief sought. Although there was some discussion about the Tenants receiving a rent reduction of $70.00 per month if they agreed to certain yard maintenance, the Tenants elected not to do so. Although the Tenants submitted a photograph depicting the yard, there is insufficient evidence before me to conclude the Landlords agreed to maintain the yard in any particular way during the tenancy. This aspect of the Tenants' Application is dismissed.

With respect to the Tenants' claim for $472.87 for a loss of use of the basement area, I find the Tenants are not entitled to the relief sought. Although the Landlords permitted use of the basement area periodically, when not in use by the Landlords or their guests, the parties disagreed about the frequency of the use of the area. I find there is insufficient evidence before me to conclude the Tenants were entitled to occupation and use of the basement area whenever they wished to. I also note the tenancy agreement confirms the tenancy was for the main floor only and did not include the basement area. This aspect of the Tenants' Application is dismissed.

With respect to the Tenants' claim for $71.39 for loss of use of laundry facilities during the tenancy, I find the Tenants are not entitled to the relief sought. The Tenants' own photographic evidence confirmed the Tenants had access to the laundry area, and agreed at the beginning of the tenancy that the laundry area would be unavailable for a brief period due to painting. This aspect of the Tenants' Application is dismissed.

Finally, as noted above, G.P. submitted the Landlords should be "fined" for collecting a security deposit at the beginning of the tenancy that was double the permissible amount under the *Act*, and for a loss of quiet enjoyment due to harassment by the Landlords during the tenancy. Section 87.3 of the *Act* permits the director to order a person to pay a monetary penalty if satisfied that a person has contravened the *Act* or the regulation, or failed to comply with a decision or order of the director. However, these administrative penalties are not determined through the Dispute Resolution process. I refer the Tenant to the Residential Tenancy Branch website for information and/or to contact the Branch to speak with an Information Officer for more details.

In summary, the Tenants have demonstrated an entitlement to recover $2,560.00 from the Landlord.

Set-off of Claims

The Landlords have demonstrated an entitlement to a monetary award in the amount of $120.00, which the Tenants agreed could be retained from the security deposit held by the Landlords. This amount has been credited to the Landlords in the calculation of the Tenants' entitlement to recover $2,560.00 from the Landlord, described above.

Section 72 of the *Act* empowers me to grant recovery of a filing fee to a successful party. In this case, the Landlords' Application that was "successful" only with respect to an amount the Tenants had already agreed the Landlords could retain. However, the Tenants' Application was successful with respect to the substantive issue of the return of the security deposit. Accordingly, I grant the Tenants $100.00 in recovery of the filing fee paid to make the Tenants' Application.

Pursuant to section 67 of the *Act*, I find the Tenants are entitled to a monetary order in the amount of $2,660.00, which is comprised of $2,560.00 for double the amount of the security deposit and $100.00 in recovery of the filing fee paid to make the Tenants' Application.

Conclusion

The Landlords' Application is dismissed, without leave to reapply.

The Tenants are granted a monetary order in the amount of $2,660.00. The monetary order may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: June 20, 2018

Residential Tenancy Branch