



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFL, MNDCL-S, MNDL-S

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Landlord on May 15, 2018 (the “Application”). The Landlord sought compensation for damage caused to the rental unit and for monetary loss or other money owed. The Landlord sought to keep the security deposit. The Landlord also sought reimbursement for the filing fee.

This matter came before me for a hearing July 16, 2018. An Interim Decision was issued July 18, 2018. This decision should be read in conjunction with the Interim Decision.

Both the Landlord and Tenant appeared at the hearing. I explained the hearing process to the parties who did not have questions when asked. The parties provided affirmed testimony.

The Landlord had requested to amend the Application in the materials submitted after the first hearing date. I told the Landlord I would not allow him to amend the Application as stated in the Interim Decision.

The Landlord had provided one evidence package in PDF format as discussed in the Interim Decision. The Tenant confirmed she received this document and raised no issues in this regard.

The Tenant had also submitted further evidence. She had sent this to the Landlord on a CD; however, the Landlord was not able to access the CD. The Tenant had also emailed the documents. The Landlord confirmed he received the email with all of the new evidence attached September 5, 2018. He said he had not had time to review the evidence. He also said he did not receive the new video evidence.

I asked the Tenant why she waited so long to send the evidence to the Landlord. She indicated there were personal family issues that had arisen and that she sent it as soon as she could. She also said she received the Landlord’s evidence document on

August 13, 2018. I asked the Landlord why it took him a month after the last hearing to provide his evidence in one document to the Tenant. He said it took time to compile the evidence into a single PDF document.

I excluded the video as I was not satisfied the Tenant complied with rule 3.10.5 of the Rules of Procedure (the “Rules”) and the Landlord was unable to access the video. I admitted the remaining evidence given the Landlord received it. Although the Landlord submitted he did not have time to review the evidence, he received it within the seven-day timeline set out in rule 3.15 of the Rules. Further, in my view, it should not have taken the Landlord a month to compile the evidence he had already submitted into one document and I accept that this was partly the reason for the Tenant sending her evidence to the Landlord so late.

The parties were given an opportunity to present relevant oral evidence, make relevant submissions and ask relevant questions. I have considered all admissible evidence and all oral testimony of the parties. I will only refer to the evidence I find relevant in this decision.

Issues to be Decided

1. Is the Landlord entitled to compensation for damage caused to the rental unit?
2. Is the Landlord entitled to compensation for monetary loss or other money owed?
3. Is the Landlord entitled to keep the security deposit?
4. Is the Landlord entitled to reimbursement for the filing fee?

Background and Evidence

The Landlord sought the following compensation:

Item	Description	Amount
1	Wall repair and painting (materials)	\$1,873.12
2	Wall repair, painting, wainscoting (labour)	\$400.00
3	Unpaid water bill	\$555.42
4	Window/door screens	\$2,458.49
5	Repair, Garden, Yard, Hedges	\$9,234.75
	TOTAL	\$14,521.78

A written tenancy agreement was submitted as evidence. It is between the Landlord, co-landlord and the Tenant in relation to the rental unit. The tenancy started August 1, 2015 and was for a fixed term ending August 1, 2018. Rent was \$3,800.00 due on the 31st of each month. The Tenant paid a \$1,900.00 security deposit and \$1,900.00 pet deposit. The agreement is signed by the Landlord and Tenant. The agreement includes a one-page addendum with 10 terms. The addendum is signed by the Landlord and Tenant.

The parties agreed the Tenant vacated the rental unit May 1, 2018. The parties agreed the Landlord still holds the deposits.

Both parties agreed the Tenant provided her forwarding address in writing to the Landlord on the move-out Condition Inspection Report on April 30, 2018. The Landlord confirmed he filed the Application May 15, 2018.

Both parties agreed on the following. The parties did a move-in inspection August 6, 2015. The unit was not empty but both parties agreed to the timing of the inspection. A move-in Condition Inspection Report was completed and signed by the Tenant but not the Landlord. The Tenant kept the original move-in Condition Inspection Report.

Both parties agreed on the following. The parties did a move-out inspection April 30, 2018. The unit was not empty but both parties agreed to the timing of the inspection. A move-out Condition Inspection Report was completed and signed by both parties. The Tenant took photos of the move-out Condition Inspection Report.

The Landlord said the move-out Condition Inspection Report was also sent by email to the Tenant. Both parties agreed the email was received by the Tenant May 25, 2018.

The move-in Condition Inspection Report was submitted as evidence. I note that it has nowhere for the Tenant to indicate whether they agree with the report or not.

In her written submissions, the Tenant states she does not agree with the move-out Condition Inspection Report. This is also noted on the move-out Condition Inspection Report.

Item #1 - Wall repair and painting

The Landlord testified as follows in relation to item #1. The Tenant caused excessive damage to the walls of the rental unit. There were large marks and gouges on the walls throughout the home. These had to be filled and painted. The entire home needs to be repainted. It is not possible to touch up the damage given the extent of it. Further, it is not possible to match the paint on the walls perfectly given the paint changes color over time.

The Landlord testified that the home had been painted approximately a year prior to the start of the tenancy.

The Landlord submitted a quote for the painting materials. The Landlord submitted photos of the walls of the home.

The Tenant testified as follows. The damage to the walls was present on move-in. She did not repair the damage that was there when she moved in. She does not agree with the move-out Condition Inspection Report.

The Tenant disputed the accuracy of the Landlord's photos and said they were taken after the current tenants moved into the unit. She submitted that the Landlord cannot say when the alleged damage as shown in the photos was done. She also noted that the photos were taken after the spackling was done and that the spackling could be put anywhere.

The Tenant raised the issue of the useful life of paint. The Tenant did not know when the rental unit was painted previously but submitted that the walls were quite damaged upon move-in for the paint to be only one year old. She stated that the paint cans left behind from the Landlord were rusty. She said the cans did not have dates on them but were old. She testified that the paint was rancid.

The Tenant agreed the Landlord could withhold \$20.00 of the security deposit for repair to four spots on the walls.

The Tenant submitted photos taken August 1, 2015 showing the walls in the home were scratched and that damage to the walls existed at that point.

Item #2 - Wall repair, painting, wainscoting

In relation to item #2, the Landlord testified that this is the cost of labour for repairing the walls and painting. The Landlord testified that the current tenants are doing the repairs and painting. He said the current tenants are also going to finish repairing the wainscoting in the lower suite of

the home. He said the amount claimed is a verbal estimate provided by the current tenants. He testified that the amount is based on 20 hours at \$20.00 per hour.

I am unclear about the Tenant's submissions regarding the wainscoting. I understand her written materials to say that her sub-tenants agreed to replace it and she only agreed to this because they did. I do not understand the Tenant to dispute that there was damage. The Tenant submitted photos showing the wallpaper/wainscoting was removed but submitted no evidence that it was then replaced.

Item #3 - Unpaid water bill

During the hearing, the Landlord confirmed he was now requesting \$455.42. The Tenant agreed the Landlord should be compensated for this amount.

Item #4 - Window/door screens

The Landlord testified that when he went through the rental unit at the end of the tenancy he itemized everything that was damaged or missing. He referred to the move-out Condition Inspection Report. I note that the move-out Condition Inspection Report submitted is not legible. The Landlord had to advise me during the hearing of what the move-out Condition Inspection Report said.

I understood the Landlord to list the following issues in relation to item #4:

- Water damage to areas in the rental unit
- Missing weather stripping
- Ceiling damage
- Screens missing or broken
- Wainscoting in lower suite scratched
- Sliding door broken
- Bathroom drains broken
- Broken blinds
- Baseboards damaged

The Landlord provided an estimate for materials to address the above issues. The Landlord did not fully explain, or provide evidence about, how the items in the estimate relate to the above issues or why the items are necessary given the above noted damage.

When I asked the Landlord about the above, he testified about the heat recovery ventilator. He said the hot water tank was damaged at the end of the tenancy. He also testified that two drains in the unit were broken.

The Landlord submitted a letter sent to the Tenant indicating the sump pump and plumbing for the water feature was missing and that the feature needed to be repaired and made functional as at the start of the tenancy.

The Landlord submitted photos of some of the issues noted above.

The Tenant said she does not agree with the move-out Condition Inspection Report. I note that she also indicated this on the move-out Condition Inspection Report.

The Tenant testified as follows. The house was not perfect when she moved in. Things fall apart and wear out over time. She did not intentionally damage the rental unit. She never used the fountain or pond and does not know about the pump. The Tenant referred to her written materials in relation to this item.

The Tenant disputed that the hot water tank was damaged at the end of the tenancy. In her written submissions, the Tenant disputes that the drains are broken.

In her written material, the Tenant disputes being responsible for missing screens.

I note that the move-in Condition Inspection Report states "water feature cleaned pump installed" under repairs to be completed at the start of the tenancy.

Item #5 - Repair, Garden, Yard, Hedges

The parties agreed they would rely on their written material in relation to this ground as we were past the allotted hearing time. I have reviewed all the materials submitted.

In his written material, the Landlord submitted the Tenant failed to maintain the property resulting in dead or damaged trees, hedging, grass and garden beds. He submits that the Tenant agreed to maintain the grounds. He points to term 10 in the addendum which speaks to the responsibilities of the Tenant in relation to the lawn and garden.

Term ten of the addendum relates to cutting the lawn, trimming the edges of the lawn, watering the lawn and garden, weeding the garden, deadheading the flowers and cleaning up fallen leaves.

The Landlord sent the Tenant a letter about repairs to the unit. This notes that the fir hedging is dead and needs to be replaced. It states that some of the laurels are dead or broken and none have been pruned. It states that the grass is patchy, not edged or mowed. It states the grass is moss and weed filled or dead. It states that the grass must be repaired or replaced. The letter states that the garden needs to be weeded and cleaned and that dead plants need to be replaced. It also states that the sprinkler system is broken.

The move-out Condition Inspection Report states that the hedges and laurels are overgrown, damaged and dead.

The Landlord submitted an email from the Tenant where she acknowledged agreeing to maintain the grounds and that she agreed to the “future regular maintenance” of the grounds.

The Landlord submitted an email from sub-tenants who state that the Tenant does not maintain the yard. The Landlord submitted photos of the yard before and after the tenancy. The Landlord submitted a quote for repairs to the irrigation system, hedges and yard. In her written material, the Tenant states that she struggled to keep the lawn alive during the tenancy. The submissions acknowledge that the irrigation system pipe burst and state the Landlord did not fix this. The Tenant states that the lawn mower provided by the Landlord did not work for a period. The Tenant states that she had the lawn professionally aerated, fertilized, re-seeded and de-thatched in April of 2018. She submitted a receipt for this work.

In her written material, the Tenant states that she did not know the Landlord expected her to prune the hedges in the yard. She says she first learned of this in April of 2017 through conversations with her roommate and the Landlord.

Analysis

I note that this hearing proceeded for two hours on the first hearing date and over an hour on the second hearing date. The parties were given ample opportunity to provide evidence and submissions. We were unable to address the yard maintenance issue during the second hearing given the time. I outlined the options for the parties which included adjourning the hearing a second time, severing the yard maintenance issue with leave to re-apply in relation to this issue or having the parties rely on their extensive submissions on this issue. The parties chose to rely on their submissions on this issue.

I have reviewed all the materials submitted. I note that the submissions and materials of the parties address numerous issues that are not before me. The Landlord referred to numerous areas of damage in his submissions and written material. The Tenant replied to these issues. However, the only issues before me are those outlined in the Monetary Order Worksheet and supporting invoices as I cannot award the Landlord compensation for damage when no specific amount has been requested in relation to that damage.

Section 7 of the *Residential Tenancy Act* (the “Act”) states:

- (1) If a...tenant does not comply with this Act...or their tenancy agreement, the non-complying...tenant must compensate the [landlord] for damage or loss that results.

(2) A landlord...who claims compensation for damage or loss that results from the [tenant's] non-compliance...must do whatever is reasonable to minimize the damage or loss.

Policy Guideline 16 deals with compensation for damage or loss and states in part the following:

It is up to the party who is claiming compensation to provide evidence to establish that compensation is due. In order to determine whether compensation is due, the arbitrator may determine whether:

- a party to the tenancy agreement has failed to comply with the Act, regulation or tenancy agreement;
- loss or damage has resulted from this non-compliance;
- the party who suffered the damage or loss can prove the amount of or value of the damage or loss; and
- the party who suffered the damage or loss has acted reasonably to minimize that damage or loss.

Under sections 24 and 36 of the *Act*, landlords and tenants can extinguish their rights in relation to the security and pet deposit if they do not comply with the *Act* and *Residential Tenancy Regulation* (the "*Regulations*"). Further, section 38 of the *Act* sets out specific requirements for dealing with a security and pet deposit at the end of a tenancy.

Based on the testimony of the parties, I find the Tenant did not extinguish her rights in relation to the security or pet deposit under sections 24 or 36 of the *Act*.

I find the Landlord did extinguish his rights in relation to the security and pet deposit under section 36 of the *Act*. There was no issue that the move-out condition inspection was done April 30, 2018 and that the Tenant provided her forwarding address to the Landlord in writing that day. The parties testified that the Tenant received the move-out Condition Inspection Report by email May 25, 2018. The Landlord did not testify that he sent the move-out Condition Inspection Report to the Tenant prior to May 25, 2018 despite being given the opportunity to confirm when the move-out Condition Inspection Report was sent. I can only find that the move-out Condition Inspection Report was sent May 25, 2018 and therefore not within the 15-day timeframe set out in section 18 of the *Regulations*. Further, the Landlord did not send the move-out Condition Inspection Report via a service method set out in section 88 of the *Act* as required by section 18 of the *Regulations*.

I also note that the Landlord did not sign the move-in Condition Inspection Report as required by section 18 of the *Regulations*. Further, the move-in Condition Inspection Report used by the Landlord has no space for the Tenant to indicate whether they agree with the report or not as required by section 20(1)(j) of the *Regulations*.

Given the Landlord did not comply with section 18 of the *Regulations*, I find he extinguished his rights in relation to the security and pet deposit under section 36(2)(c) of the *Act*. I note that the Tenant taking a photo of the move-out Condition Inspection Report is not sufficient. It was the Landlord's obligation to provide a copy of the move-out Condition Inspection Report to the Tenant and he failed to do so.

Pursuant to section 38(1) of the *Act*, the Landlord was required to repay the security and pet deposit or claim against it within 15 days of receiving the Tenant's forwarding address. However, the Landlord had extinguished his right to claim against the security and pet deposit and therefore his only option under section 38(1) of the *Act* was to repay the deposits. Given the Landlord did not repay the deposits, I find the Landlord breached section 38(1) of the *Act*. Pursuant to section 38(6) of the *Act*, the Landlord cannot claim against the security and pet deposit and must pay the Tenant double the amount of the deposits.

I note that the Tenant agreed to the Landlord retaining \$455.42 of the deposits for the water bill and \$20.00 for the repair of four spots on the walls. This is treated as the equivalent of the Tenant agreeing in writing at the end of the tenancy that the Landlord can keep some of the deposits. Therefore, this amount is subtracted from the deposits before doubling.

Therefore, the Landlord must return \$6,649.16 to the Tenant.

The Landlord is still entitled to claim for compensation for damage to the unit and I consider that now.

Pursuant to rule 6.6 of the Rules, the Landlord, as Applicant, has the onus to prove the claim. The standard of proof is on a balance of probabilities meaning "it is more likely than not that the facts occurred as claimed".

At the outset, I note that I find term four of the addendum contradicts section 32 of the *Act* which sets out the obligations of tenants to repair and maintain the rental unit. Pursuant to section 5 of the *Act*, I find this term unenforceable. I apply section 32 and 37 of the *Act* in the below analysis. Section 32 of the *Act* states:

32 ...

(2) A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.

(3) A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant. (emphasis added)

(4) A tenant is not required to make repairs for reasonable wear and tear. (emphasis added)

...

Section 37 of the *Act* addresses a tenant's obligations upon vacating a rental unit and states:

(2) When a tenant vacates a rental unit, the tenant must

(a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear

Item #1 - Wall repair and painting

Item #2 - Wall repair, painting, wainscoting

The Tenant raised the issue of the useful life of paint.

Policy Guideline 40 (page 5) states that the useful life of interior paint is four years.

The Landlord testified that the home was painted approximately one year prior to the tenancy. He provided no evidence to support this. The Tenant disputed this given how old the paint cans provided at the start of the tenancy were and given the damage to the walls at the start of the tenancy. The Tenant provided photos of both issues.

Even assuming the Landlord painted the home approximately one year prior to the tenancy, this would have been in August of 2014. The Tenant vacated the rental unit at the end of April in 2018. Therefore, at the end of the tenancy, the interior paint was three years and nine months old. I cannot accept that the Landlord is entitled to compensation for the entire cost of repainting the home when the end of the useful life of the paint was three months away.

Further, the Tenant submitted that the photos of the damage to the walls were taken after the current tenants moved into the rental unit. I did not understand the Landlord to dispute this. Further, this makes sense given it is the current tenants who spackled the walls and it is the spackled walls that are shown in most of the Landlord's photos. I place little weight on photos taken after the current tenants moved in as I cannot be satisfied that the damage shown was caused by the Tenant and not the current tenants.

As well, the Tenant submitted photos dated in August of 2015 showing damage to walls of the home. Given these photos, I cannot accept that all of the damage shown in the Landlord's photos was caused by the Tenant.

I also note that the move-in Condition Inspection Report shows that the walls and trim in numerous areas of the home were damaged upon move-in. I acknowledge that the move-in

Condition Inspection Report was updated; however, my understanding from the evidence is that this related to the “dirty” notations not the “damaged” notations. I do not see evidence submitted that indicates the walls were fixed or repainted after the move-in Condition Inspection Report was completed.

Considering all of the evidence, I cannot be satisfied that the Tenant caused damage to the walls that is beyond reasonable wear and tear. I note that the Tenant acknowledged being responsible for four areas of damage to the walls. The Tenant agreed to compensate the Landlord for \$20.00 in relation to these. I accept that at least one of the areas is beyond reasonable wear and tear based on the photo and explanation for the damage provided by the Tenant in her submissions.

Considering the useful life of the paint, and the admission by the Tenant to damaging four areas of the walls, I find the Landlord should be awarded a total of \$100.00 for the wall repair and painting. This includes the \$20.00 agreed to by the Tenant. This covers both the materials and the labour.

In relation to the wainscoting, I did not find the submissions or evidence clear on this issue. It is my understanding from the Tenant’s written submissions that sub-tenants damaged this and agreed to replace it. It is also my understanding that the materials to replace this were purchased. Further, the Tenant submitted evidence that the wainscoting was removed and the wall was prepared for reapplication. I accept this evidence. There is no evidence that the wainscoting was replaced. I understand this to be the issue. I note that the Tenant remains responsible for damage caused to the rental unit by individuals she sublet to. Given the wainscoting was damaged, and that the Tenant had it removed, I find the Tenant is responsible for replacing it.

I understood the Landlord to be seeking compensation for the labour involved in repairing the wainscoting. The Landlord did not indicate how many hours this specific task would take or the estimate for completing this task. I award the Landlord \$20.00 per hour for two hours of work in this regard as I cannot be satisfied based on the evidence provided to me that this task will take longer or cost more than this.

Item #4 - Window/door screens

I have reviewed the estimate and considered each item listed on it.

In relation to the screen related items on the estimate, I am not satisfied the Tenant is responsible for these. The Landlord submitted that screens in the home were missing or broken. He only submitted one photo showing a window without a screen in it to support his position. The Tenant disputed that she is responsible for missing screens. I am not satisfied based on the evidence of the Landlord that the Tenant is responsible for missing or broken screens.

In relation to the drains on the estimate, I am not satisfied the Tenant is responsible for these. The Landlord testified that the drains are broken. The Tenant disputed this. The only evidence provided by the Landlord are photos of the drains. I cannot tell from the photos that the drains are broken such that they need to be replaced. The Landlord has failed to prove he is entitled to compensation for the drains.

In relation to the pond and waterfall pump on the estimate, I am not satisfied the Tenant is responsible for this. The Landlord testified that the pump was missing at the end of the tenancy. The Tenant disputed this and testified that the pump was never installed. This is supported by the comment on the move-in inspection. The Landlord could not point to any evidence that the pump was in fact installed at some point after the move-in inspection was completed. The Landlord has failed to prove he is entitled to reimbursement for the pump.

In relation to the heat recovery ventilator on the estimate, I am not satisfied the Tenant is responsible for this. The Landlord testified this relates to the hot water tank. He said the tank was damaged at the end of the tenancy. The Tenant disputed this. The Landlord provided no evidence to support his position. The Landlord has failed to prove he is entitled to reimbursement for the heat recovery ventilator.

I am not aware of what the following items on the estimate relate to nor was this explained by the Landlord during the hearing or in his evidence:

- Item 2 on page 1 for \$10.89 (cannot read what item is)
- Garage door opener \$46.19
- Compression-Fit Door \$43.33
- Primed Fibreboard Base \$79.98

I decline to award the Landlord compensation for the above items given the lack of explanation or evidence provided in relation to them.

Item #5 - Repair, Garden, Yard, Hedges

I note that the invoice for the yard work relates to the following items: lawn maintenance; tree removal; pruning of plant material/shrubs; removal and disposal of hedges; replacement of hedges; and irrigation system.

The Landlord pointed to term ten in the addendum in relation to this item. Term ten does not speak to the Tenant being responsible for maintenance of hedges or trees on the property. It only mentions maintenance of the lawn and garden. I see an email in the materials from the Landlord stating that the hedges are part of the garden. I do not accept this position.

Policy Guideline 1 states that landlords are generally responsible for major yard maintenance projects such as tree cutting and pruning.

If the Landlord sought to hold the Tenant responsible for maintaining the trees and hedges, this should have been made clear in the tenancy agreement. I find that it was not.

I have reviewed the correspondence between the parties and find it supports the Tenant's position that she was unaware that she was responsible for the trees and hedges on the property. I do not accept that the Tenant stating she would maintain the grounds and do "future regular maintenance" is the equivalent of stating she would maintain the trees and hedges as there is no mention of doing this in the correspondence relied upon by the Landlord.

I am not satisfied based on the evidence provided that the Tenant agreed to maintain the trees or hedges. Pursuant to Policy Guideline 1, I find these were the responsibility of the Landlord to maintain. I decline to award the Landlord compensation for the damaged trees and hedges.

In relation to the irrigation system, the Landlord provided no evidence that the irrigation system was damaged or that the damage was caused by the Tenant. The Tenant did not acknowledge damaging the irrigation system. I find the irrigation system is the responsibility of the Landlord to maintain and not the responsibility of the Tenant unless the Tenant caused the damage. There is no evidence before me that she did. The Landlord has failed to prove he is entitled to reimbursement for this item.

In relation to the lawn, I agree that the Tenant was responsible for maintaining the lawn pursuant to the tenancy agreement. This is in accordance with Policy Guideline 1. The Landlord submitted that the Tenant neglected the lawn. The email from the sub-tenants supports this. In relation to the lawn, the Landlord submitted one close-up photo of a patch of the lawn that shows weeds and shows that it is patchy. There is also a panoramic view of the yard which includes the lawn although it is difficult to see the details of the lawn in this photo. The Tenant submitted that she attempted to maintain the lawn during the tenancy. She submitted a receipt for lawn maintenance she had done during the tenancy.

I am not satisfied based on the evidence of the Landlord that the Tenant is responsible for further lawn maintenance. I find there is insufficient evidence of the state of the lawn and the necessity of the proposed work. Further, I am not satisfied based on the evidence that it is the Tenant's failure to maintain the lawn that caused the damage alleged.

In summary, I find the Landlord is entitled to the following compensation:

Item	Description	Amount
1	Wall repair and painting (materials)	\$100.00 (for wall repair and painting in item #1 and #2 including \$20.00 agreed to by

		Tenant)
2	Wall repair, painting, wainscoting (labour)	\$40.00 (wainscoting)
3	Unpaid water bill	\$455.42
4	Window/door screens	\$0.00
5	Repair, Garden, Yard, Hedges	\$0.00
	TOTAL	\$595.42

Given the Landlord was partially successful in this application, I grant the Landlord reimbursement for the \$100.00 filing fee pursuant to section 72(1) of the *Act*.

In total, the Landlord is entitled to \$695.42. However, the Landlord must return \$6,649.16 to the Tenant. Taking the amount of compensation owed into account, the Landlord must return \$5,953.74 to the Tenant. The Tenant is issued a Monetary Order in this amount.

Conclusion

The Application is granted in part.

The Landlord is entitled to \$695.42. However, the Landlord must return double the deposits to the Tenant which equals \$6,649.16. Taking the amount of compensation owed into account, the Landlord must return \$5,953.74 to the Tenant. The Tenant is issued a Monetary Order in this amount. If the Landlord does not return \$5,953.74 to the Tenant, this Order must be served on the Landlord. If the Landlord does not comply with the Order, it may be filed in the Provincial Court (Small Claims) 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: October 12, 2018

Residential Tenancy Branch