Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S, MNRL-S, FFL
MNDCT, MNSD, FFT

Introduction

This teleconference hearing was scheduled in response to an application by both parties under the *Residential Tenancy Act* (the "*Act*"). The Landlord applied for monetary compensation for damages and unpaid rent, and to retain the security deposit towards the compensation owed. The Tenants applied for monetary compensation, and for the return of the security deposit. Both parties also applied for the recovery of the filing fee paid for their Application for Dispute Resolution.

The initial hearing was scheduled for August 17, 2018 and was adjourned due to a service issue. The reconvened hearing was scheduled for October 1, 2018. The Landlord and both Tenants were present for the duration of both hearings.

The Landlord had a witness attend the first hearing to present testimony and the Tenants had a witness attend the second hearing to present testimony. Both witnesses were affirmed and only present at the hearing during the time they were providing testimony and the parties were asking them questions.

At the reconvened hearing on October 1, 2018, the Landlord confirmed that she opened and reviewed the package of evidence from the Tenants that was not received in time for the first hearing in accordance with the *Residential Tenancy Branch Rules of Procedure.* No other service issues were brought forth by either party.

The parties were affirmed to be truthful in their testimony at the first hearing date and were reminded of their legal obligation to tell the truth at the reconvened hearing. Both parties were provided with the opportunity to present evidence, make submissions and question the other party.

I have reviewed all oral and written evidence before me that met the requirements of the *Rules of Procedure*. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issues to be Decided

Is the Landlord entitled to a Monetary Order for damages?

Is the Landlord entitled to a Monetary Order for unpaid rent?

Should the Landlord be allowed to retain the security deposit towards compensation owing?

Are the Tenants entitled to a Monetary Order for damages or compensation?

Are the Tenants entitled to the return of their security deposit?

Should either party be awarded the recovery of the filing fee paid for each Application for Dispute Resolution?

Background and Evidence

The parties were in agreement as to some of the details of the tenancy. The tenancy began on June 1, 2015 and ended on May 31, 2018. A security deposit of $900.00 and a pet damage deposit of $900.00 were paid at the outset of the tenancy. No amount from either deposit has been returned. Although rent was set at $1,800.00 at the outset of the tenancy, due to rent increases and a rent reduction due to giving up use of the office space, monthly rent at the end of the tenancy was $1,722.00.

The Tenants testified that they rented the whole house with an area of the basement used as storage by the Landlord. Originally there was a room downstairs that the Tenants rented as an office space, but they provided notice on December 20, 2017 that they would no longer be needing the office space as of February 1, 2018. As noted in the tenancy agreement, the Tenants were able to give up use of the office space and rent would be reduced by $200.00 as a result. The letter to the Landlord regarding use of the office space, dated December 30, 2017, was submitted into evidence.

The Landlord testified that there are two suites in the home and the Tenants rented the upstairs unit. She rented a room in the downstairs to the Tenants at the beginning of the tenancy to use as an office space, and there was shared laundry downstairs as well. The Landlord agreed that the Tenants vacated the office space as of February 1, 2018 and that rent was reduced by $200.00 at the time. The Landlord stated that although she never slept there, the in-law suite on the lower level was kept for herself during the tenancy.

The tenancy agreement was submitted into evidence and confirms the details of the tenancy, as well as the arrangement with the downstairs office. There was a note on the tenancy agreement stating that if the office space was no longer needed, rent would be reduced by $200.00.

The parties were involved in a previous hearing that took place during the tenancy. From this hearing, an interim decision was issued on December 5, 2017 and a final decision on January 30, 2018. The final decision provided a Monetary Order in which the Landlord was to pay the Tenants an amount of $6,012.17. The parties were in agreement that as of the date of this hearing, there was an amount of $912.17 outstanding from the Monetary Order dated January 31, 2018.

The Tenants testified that they had planned to move out at the end of June 2018, but due to the continual inappropriate behaviour of the Landlord, they needed to vacate the rental unit right away. They stated that the Landlord would provide notices to enter the property without providing specific details on what work she would be completing or how long it might take. They also submitted that the Landlord entered their rental unit without permission on two occasions and they noted that the police were called twice as well. The Tenants submitted a timeline of events into evidence.

The Tenants testified that in May 2018 alone, the Landlord provided four notices to enter the property. They stated that the interim decision from the previous hearing outlined how the Landlord was to provide notice to enter, and also recommended that once per month was sufficient. The Tenants stated that the Landlord did not follow the recommendations and was continually on the property.

The Landlord responded by stating that she spent 4.5 hours on the property over a time period of four months. This access to the property included pruning fruit trees, getting an appraisal of the home done, completing one inspection of the home and having a new dryer delivered when the previous one broke.

The Tenants mentioned that when the new dryer was being delivered, the Landlord waited outside the home for the delivery. They stated that this made it uncomfortable for them to leave the home. Photos of the Landlord waiting in front of the home were submitted into evidence.

The Landlord stated that she had been provided a four-hour window for delivery of the dryer, so she waited on the road in front of the home to be available when the dryer arrived. The Landlord noted that the road in the front of the home is public property and that she had provided notice to enter the home once the dryer arrived and was ready to be installed.

The Tenants also testified regarding 'For Rent' signs that the Landlord put on the property after serving them with a 10 Day Notice to End Tenancy for Unpaid Rent (the "10 Day Notice"). The 10 Day Notice, dated March 2, 2018, was submitted into evidence. The Tenants stated that they sent a letter to the Landlord after their previous hearing, stating that they would not pay rent to satisfy the money owed to them through the Monetary Order. The letter, dated February 21, 2018, was submitted into evidence.

The Landlord provided testimony that the 'For Rent' signs were posted on the property in front of the home, not on the rental property.

The Tenants also provided testimony regarding the ongoing rodent problem in the home, which led to their previous Application for Dispute Resolution. From the interim decision dated December 5, 2017, the Tenants stated that the Landlord was provided until January 5, 2018 to follow specific cleaning instructions to deal with the rodent issue. The Tenants confirmed that another reason why they moved out earlier than planned was due to the Landlord's lack of compliance with the orders of the previous decision.

On May 22, 2018 the Tenants mailed a letter to the Landlord stating that they would be vacating by June 1, 2018. During the hearing, the Landlord confirmed receipt of this letter on May 26, 2018. However, a letter submitted into evidence by the Landlord (dated May 27, 2018), confirms receipt of the notice to end tenancy on May 25, 2018.

In the letter, the Tenants outlined two reasons why they were vacating early. The first reason was stated as the Landlord's failure to follow through on the orders from the Residential Tenancy Branch to clean the remaining rodent urine, droppings and dander from the home. They further noted that the condition of the home was unsafe to live in and was causing health problems for one of the Tenants.

The second reason for vacating the rental unit was noted as harassment from the Landlord. The letter explains this further as the Landlord coming by the home to do work often, without proper notice specifying the work that would be completed at the home.

The Tenants also testified regarding a 10 Day Notice to End Tenancy for Unpaid Rent (the "10 Day Notice") provided to them by the Landlord. The 10 Day Notice, dated March 2, 2018 was submitted into evidence and states that rent in the amount of $1,656.00 was outstanding.

The Tenants submitted that this was further evidence that the Landlord was not complying with the decision and Monetary Order issued through a previous arbitration. As the Landlord had been ordered to pay the Tenants $6,012.17, they sent her a demand letter on February 21, 2018 confirming that the amount owed would be reduced from their rent.

The letter was submitted into evidence and explained that the Tenants would seek compensation for the amount owed by reducing their rent until the amount was paid off. As the Tenants moved out on May 31, 2018, an amount of $912.17 was outstanding at the end of the tenancy.

The witness for the Landlord is the new tenant residing in the rental unit. He provided testimony that he went through the whole house on May 31, 2018 and stated that it was visibly clean with no sign of rodents. The tenant moved in on July 21, 2018 and is renting the whole house, not just the upstairs area.

The witness stated that he did not look through the furniture in the home, but stated that the inside of the home was clean and ready to move in. He noted that the outside needed some weeding and other maintenance.

The witness for the Tenants stated that he works for a restoration company. He was present at the home on May 31, 2018 while one of the Tenants was participating in the move-out inspection.

The witness for the Tenants provided testimony that on May 31, 2018, there were rodent droppings present throughout the home, as well as wet spots and a noticeable odour. The witness noted that there were a lot of rodent dropping in the water control box as well.

The Tenants stated that one of them participated in the move-out inspection on May 31, 2018 and signed the Condition Inspection Report. The report notes dirt in various areas of the home, and also notes that a closet door in one of the bedrooms needed to be installed as it was in the basement. No other repairs or damage were noted on the report.

The Tenants stated that they left the condition of the home the same as when they moved in and noted that some of the windows that were marked as dirty had access through the outside, such as the carport and shed. The Tenants agreed to a deduction of $40.00 from the security deposit for cleaning blinds in a bedroom, as well as a light fixture.

The Landlord stated that she had to hire someone to install the bi-fold closet door in one of the bedrooms as it had been taken off and placed in the basement. She also testified that it was covered in stickers that took a while to clean off the door.

The Tenants responded by agreeing that the door was removed and placed in the basement, but stated that it did not need to be professionally re-installed. Instead, they testified that the door needed to be put back on the sliders that remained in position in the room.

The Landlord also noted that the lawn needed mowing when the Tenants moved out and she had to power wash the stairs at the front and back of the home, as well as the deck. The Landlord also testified as to dirty windows in the carport and storage room and that the basement hall carpet was dirty.

The Landlord stated that she spent more than $320.00 cleaning, but is only claiming for this amount. The Tenants did not agree to any deductions from their deposits on the Condition Inspection Report and included a note that the home was in the same condition as when they moved in.

The Tenants stated that they paid to have the upstairs carpets steam cleaned and that the Landlord was responsible for cleaning the basement carpets as per the previous Dispute Resolution decision.

The Landlord submitted into evidence an estimate of the time she spent cleaning the rental unit after the Tenants moved out. She estimated a total of 16 hours of cleaning at $20.00 per hour, for a total of $320.00. As the Tenants agreed during the hearing to pay for $40.00 of cleaning, the remainder of the Landlord’s claim is $280.00.

The Landlord originally applied for an unpaid utility bill but clarified during the hearing that this bill has since been paid by the Tenants. Therefore, the Landlord is no longer claiming for reimbursement of the utility bill.

The Landlord has also claimed $1,722.00 in unpaid rent for the month of June 2018, due to the Tenants not providing sufficient notice to end the tenancy. The Landlord confirmed that she received their notice to end the tenancy on May 26, 2018 and they moved out on May 31, 2018. As clarified by the Landlord's witness who is the new tenant residing in the home, the Landlord was able to find new tenants for the rental unit for July 2018.

The Tenants stated that they ended the tenancy due to the Landlord's breach of the *Act*, the Landlord not following through on orders from the Residential Tenancy Branch and the Landlord's harassment of the Tenants.

The Landlord testified that the Tenants moved to another province due to one of the Tenants obtaining a job there. The other Tenant moved to be in the same city. She stated that the Tenants had initially told her they would be moving in June 2018 and that they had plans to move for a while.

The Tenants stated that they spent a year looking for a new home. Due to the condition of the home with the rodent problems, they gave up the downstairs office room in February 2018. Not having a space to work at home meant that one of the Tenants was required to find a new job.

The Tenants started looking for a new home due to the problem with rodents and no longer feeling that the home was safe to live in. They submitted evidence that they looked within the local community and various cities in the area before deciding to move out of the province due to differences in housing prices.

The Tenants have claimed for total compensation in the amount of $17,343.67. They applied for the return of their security deposit and pet damage deposit in the amount of $1,760.00, after the deduction they agreed to in the amount of $40.00.

The Tenants also claimed for the cost of the moving truck and equipment rental in the amount of $1,957.06, moving supplies for a total of $161.40, $8.00 for waste removal, and $109.46 for mail forwarding. The Tenants have also filed for the recovery of costs for time spent moving and time spent looking for a new place to live. They estimate the

time spent moving at 40 hours and the time spent looking for a house at 80 hours, with the costs calculated at $50.00 per hour.

Finally, the Tenants' additional claims are $2,622.00 for the loss of quiet enjoyment due to harassment from the Landlord. This was calculated at half a month's rent for the months of January, February and May. In addition, they are claiming loss of quiet enjoyment for the house not being in a reasonably clean state. This was charged at half a month's rent for the months of January, February, March, April and May 2018 for a total of $4,311.00.

As for the house not being in a reasonable clean condition, the Tenants testified as to rat and mouse droppings being present throughout the home. One of the Tenants developed rhinitis, which they believed was related to an allergy to the rodent dander and droppings present in the home. A letter from the Tenant's doctor was submitted into evidence.

The letter, dated February 26, 2018, stated that the Tenant had rhinitis, likely caused by environmental issues. The letter noted the presence of rodents in the home where the Tenant was living and stated that the Tenant would likely benefit from moving out.

The Tenants were in agreement that the Landlord cleaned after the previous Dispute Resolution hearing, but stated their concern that she didn't move furniture and instead cleaned around it. They also noted that none of the furniture was steamed cleaned, nor was the carpet.

The Tenants stated that the Landlord provided an air purifier in the basement without a proper filter. They turned this off as they believed that it was moving the air around and causing concern for the rodent droppings, urine and dander being further spread through the home.

The Landlord testified that she cleaned up the home as required, using a paper towel sprayed with disinfectant to pick up any rodent droppings. She stated that the air purifier provided was of high quality with the proper filters and did not blow air at all, but instead drew in air from the room.

The Landlord stated she had instructed the Tenants to not turn the air purifier off, but that they turned it off regardless. The Landlord testified that she followed the recommendations to not sweep or vacuum so as not to stir up any residual dander or release potential hazardous material from the rodent droppings into the air.

The Landlord provided further testimony that there was not a rodent infestation in the rental unit, but instead that one rat had been found previously and droppings remained from this incident. She claimed that the Tenants' photos showing rodent droppings throughout the home were altered, or made to appear worse than the reality of the situation.

The Landlord submitted into evidence statements from a pest control company who she hired when she became aware of rodents in the home. The first, dated November 22, 2017, notes the presence of rodents in the home.

The second, dated December 27, 2018 notes no presence of rodents in the home and that areas of concern for entry of rodents had been addressed. The last statement from the pest control company, dated January 11, 2018, states in part the following:

All the exclusion work has been thorough and meticulous completed around the outside of the house. The vegetation has been trimmed and removed eliminating potential harbourage and climbing opportunities. No current evidence of mouse or rat activity was found inside. The very few old "droppings" that are found randomly in secluded areas can be easily cleaned. It is the standard practice in the pest control industry to clean "rodent droppings" by first treating them with a disinfectant then use a HEPA vacuum to remove them. (Reproduced as written).

The Landlord testified that from the time the Tenants gave up the downstairs office as part of their tenancy, they had no right to be in the basement, other than for the laundry room. The Landlord stated that she put up signs reminding the Tenants to not enter the basement area. The Landlord claimed that the Tenants were hostile and aggressive towards her and would not let her on the property.

Analysis

Although the parties were not in agreement as to the extent of the rodent problem in the home, I find that this is not ~~relevant to the claims of either party~~ **necessary to determine, as it was already established through a previous arbitration decision that there was a rodent issue in the rental unit**. The Landlord was ordered to take steps to deal with the issue in the home and part of the Tenants' claim is that she did not do so. This matter deals with the time following the previous hearing until the end of the tenancy.

In the interim decision dated December 5, 2018. This decision ordered the Landlord to do the following:

- Hire a licensed pest control company
- Clean the rental unit in a manner outlined by the local health authority
- Follow the *Act* and the details in the interim decision of how to provide notice of access to the rental property

The parties were not in agreement as to whether the Landlord followed the directions on cleaning the rental unit in the manner outlined in the previous decision. As such, I look to the evidence to prove, on a balance of probabilities, whether the cleaning was undertaken by the Landlord in the manner recommended and required of her through the previous arbitration decision.

The Tenants submitted photos showing evidence of rodent droppings present in the home. They testified that these photos were taken after the Landlord advised them that she had completed the cleaning. The photos show rodent droppings in various areas of the home, as well as stains on furniture that the Tenants indicated were due to rodent urine.

The witnesses for both parties provided conflicting testimony regarding the condition of the home on May 31, 2018. However, I find the statement from the pest control company, dated January 11, 2018 to be compelling evidence.

The statement confirms that there is no evidence of rodents, although some droppings may remain. The statement confirms that there are “few” droppings remaining. Although I have no evidence before me whether these few remaining droppings were dealt with by the Landlord, I still find that the Landlord took the necessary steps to deal with the rodent issue in the home, as confirmed by a professional pest control company.

While the Tenants also noted the presence of rodent urine stains in various areas of the home, I also accept the statements by the pest control company that confirms that the stains are not consistent with rodent urine.

I note that in accordance with Rule 6.6 of the *Residential Tenancy Branch Rules of Procedure,* that the onus is on the party filing the claim. The Tenants have claimed for a loss of quiet enjoyment due to the condition of the home. However, given the conflicting testimony of the parties, I find that the Tenants had the burden of proof to provide sufficient evidence over and above their testimony to establish their claim.

In this situation, I find insufficient evidence to establish that the Landlord did not take steps to clean and deal with a rodent issue in the home, and instead find reliable evidence from a pest control company that rodents were no longer a concern in the home.

Through a previous decision the Tenants were awarded loss of quiet enjoyment in the home due to an issue with rodents. As I have evidence before me that steps were taken to resolve the rodent issue, and insufficient evidence to establish that there was a new infestation of rodents, I decline to award the Tenants any further compensation for loss of quiet enjoyment due to the condition of the home.

The Tenants have also claimed $2,622.00 for loss of quiet enjoyment in the home due to harassment from the Landlord. This was calculated by the Tenants as half a month rent for the months of January, February and May 2018.

The Tenants claimed that during these months, the Landlord provided insufficient notice to enter the property, with notices that did not specify the work being completed, did not name a specific time and were provided with less than 24 hours notice to enter. The Tenants also noted a time when the Landlord was waiting for a dryer to be delivered and waited outside their property on the street.

Based on the evidence and testimony of the Tenants, I accept that the notices to enter the property may have caused some stress to the Tenants if they did not know what the Landlord was doing on the property, or how long she may be there.

However, I do not find sufficient evidence to establish that the Landlord's notices to enter the property constituted harassment. I also note that there is evidence before me that the Tenants rented one part of the home, while the remainder of the home remained for use by the Landlord. As such, I find that some of the notices to enter were advising the Tenants that the Landlord would be on the property, but seemed to be connected to her responsibilities and duties within the yard and other areas of the home.

The Landlord was ordered to take steps to deal with the rodent issue which also required access to the home. The Landlord noted in her testimony that the Tenants rented the upper level suite and that they were aware that the Landlord used the lower level as storage, and also had to maintain the yard and outside area. Many of the

notices submitted into evidence stated that the Landlord would be in the yard or the basement area, and not in the upstairs area rented by the Tenants.

The Tenants also noted that the Landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent in March 2018, despite an agreement to recover the money owed to them through a Monetary Order by not paying rent until compensation was complete. The Tenants also noted that the Landlord began putting up for rent signs on the property without providing notice to enter the property.

I do find that serving the Tenants with a 10 Day Notice, despite a Monetary Order issued to the Tenants was likely stressful. However, I do not find that the Tenants provided sufficient evidence to prove the value of the loss they experienced or that the Landlord was intentionally harassing the Tenants. Therefore, I decline to award any compensation for loss of quiet enjoyment due to harassment.

The Tenants have claimed a total of $9,570.67 in moving costs, including the cost of the moving truck, time spent moving, moving supplies, mail forwarding and time spent looking for a new home.

Based on the evidence before me, the testimony of both parties, and on a balance of probabilities, I find that the Tenants did not prove that they had to move due to a breach of the *Act* by the Landlord.

In order to determine if compensation is due, the *Residential Tenancy Policy Guideline 16: Compensation for Damage or Loss* outlines a four-part test as follows:

- 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.

In the application of this test, I find that the Tenants did not prove that the Landlord breached the *Act*, causing them to move, or that they suffered damage or loss from a breach. As both parties provided testimony that the Tenants were planning to move in June 2018, these expenses would have occurred regardless.

Therefore, I do not find sufficient evidence to establish that the Tenants experienced a loss of $9,570.67 due to the condition of the home or other concerns that led to them vacating the property a month earlier than planned. As such, I decline to award the Tenants any compensation for moving costs.

As for the return of the security deposit and pet damage deposit, I refer to Section 38(1) of the *Act* which states the following:

> **38** (1) Except as provided in subsection (3) or (4) (a), within 15 days after the later of
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> (a) the date the tenancy ends, and
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> (b) the date the landlord receives the tenant's forwarding address in writing,
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> the landlord must do one of the following:
>
> (c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;
>
> (d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

I find that the Tenants' forwarding address was received by the Landlord on May 25, as noted in a letter from the Landlord dated May 27, 2018. As the Landlord applied for Dispute Resolution on June 7, 2018, I find that she applied within the 15 days allowable under the *Act.*

Therefore, the doubling provision of Section 38(6) of the *Act* does not apply. However, I do find that the Tenants are entitled to the return of their deposits in the total amount of $1,760.00 as the Tenants were in agreement to a deduction of $40.00 for cleaning. Pursuant to Section 72(2), any money determined to be owing to the Landlord may be deducted from the deposits. The total calculations will clarify how much of the deposits will be returned to the Tenants.

Both parties were in agreement that $912.17 is still owing from the Landlord from a Monetary Order dated January 31, 2018. However, as this is an amount from a previous Monetary Order, I will not include this amount in any monetary award from this decision. The parties can take steps between themselves to resolve any amount outstanding from a previous Monetary Order, or to enforce the Monetary Order through small claims court.

The Landlord has claimed for $1,722.00 in unpaid rent for the month of June 2018. I refer to Section 45(1) of the *Act* which states that a tenant must provide at least one month notice to end a periodic tenancy. However, I also refer to Section 45(3) of the *Act* in which a tenant may end the tenancy if the landlord has failed to comply with a material term of the tenancy agreement.

However, as stated above, I do not find sufficient evidence to establish that the Landlord failed to take steps to deal with a rodent issue, or to clean up as ordered in a previous arbitration decision.

In order to end the tenancy early due to a breach by the landlord, the tenant must provide written notice of the non-compliance and provide reasonable time in which to correct the breach. While the Tenants noted in their letter concerns that rodent droppings, urine and dander remained in the home, along with their concerns regarding harassment by the Landlord, time to correct the concerns were not provided to the Landlord.

I can also not determine that the Landlord was in breach of a material term of the tenancy agreement, the *Act,* or a previous arbitration decision. While some rodent droppings may have remained in the home, I do not find evidence before me to establish that the Landlord was not taking steps in dealing with the rodent issue, or that she would not have when notified of any remaining concerns.

In application of the four-part test noted above, and in accordance with Section 7 of the *Act,* a party claiming a loss must do what is reasonable to minimize their losses. As the Landlord received notification of the Tenants' intent to vacate on May 25, 2018 and had a potential new tenant view the property on May 31, 2018, I find that she took reasonable steps to minimize her losses.

The new tenant, who was a witness at the initial hearing, stated that he moved in on July 1, 2018, which I find to be a reasonable timeline given that he viewed the property on May 31, 2018, shortly after the Landlord received the Tenants' notice.

As such, I determine that the Tenants were in breach of the *Act* when they provided less than one month notice to end the tenancy. Therefore, I award the Landlord one month of rent compensation for June 2018, in the amount of $1,722.00.

As for the Landlord's claim for $320.00 in cleaning, I refer to the Condition Inspection Report completed by both parties on May 31, 2018. The report notes some dirt in

various areas of the home and the Tenants agreed to pay $40.00 towards cleaning of the blinds and a light fixture.

The parties were not in agreement as to the remainder of the claims for cleaning, including the cleaning of the carport windows, the deck and stairs and mowing of the lawn.

As the parties were in dispute about whether the windows of the storage room and the carport were the responsibility of the Landlord or the Tenants. I do not find sufficient evidence to establish the condition of the windows at the end of the tenancy or who had the responsibility to clean the windows.

The Tenants did not agree to the Condition Inspection Report and also noted that some of the windows had outside access, which may have been the Landlord's responsibility.

However, I determine that the Tenants are responsible for the costs of replacing the bi-fold closet door which they removed during the tenancy and placed in the basement. I refer to Section 37(2)(a) which states the following:

> (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

I do not find the removal of a closet door to be reasonable wear and tear, but also accept the statement of the Tenants that the sliders for the door remained in place. Therefore, I award the Landlord 1 hour, in the amount of $20.00 to replace the door to the condition it was at the beginning of the tenancy.

The Tenants submitted a photo of the patio showing some chalk markings on the stones, that I find would wash off with time and would not necessarily require power washing as claimed by the Landlord.

The Tenants submitted an invoice for steam cleaning the carpets upstairs. The invoice, dated May 30, 2018, was in the amount of $195.62. Due to insufficient evidence and based on conflicting testimony of the parties, I find I cannot determine that the Tenants are responsible for any further cleaning of the home.

Therefore, I decline to award any other amount for cleaning, other than the $40.00 agreed upon by the Tenants and $20.00 for re-installing the bi-fold door as noted above.

As both parties paid $100.00 to file their Application for Dispute Resolution and both parties were partially successful, I find that the amounts paid offset each other. Therefore, I decline to award the recovery of the filing fee paid by either party.

The Tenants are awarded a Monetary Order in the amount outlined below:

Return of security deposit	$900.00
Return of pet damage deposit	$900.00
Less rent for June 2018	*($1,722.00)*
Less cleaning of blinds and light fixture	*($40.00)*
Less re-installation of closet door	*($20.00)*
Total owing to Tenants	**$18.00**

Conclusion

Pursuant to Sections 67 and 72 of the *Act*, I grant the Tenants a **Monetary Order** in the amount of **$18.00** for the return of their security deposit and pet damage deposit, after deductions for cleaning, repairs, and unpaid rent. The Tenants are provided with this Order in the above terms and the Landlord must be served with **this Order** as soon as possible. Should the Landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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

Dated: October 15, 2018

Residential Tenancy Branch

Corrected October 25, 2018