Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, MNSD, FFT, MNDL-S, MNDCL-S

Introduction

This hearing dealt with applications from both the landlord and the tenant under the *Residential Tenancy Act* (the *Act*). The landlord applied for:

- a monetary order for damage to the rental unit and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the pet damage and security deposits (the deposits) in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenant applied for:

- a monetary order for compensation for losses or other money owed under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to obtain a return of double the deposits for this tenancy pursuant to section 38; and
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

As the tenant confirmed that they received the 2 Month Notice for Landlord's Use of Property on March 28, 2018, I find that the tenant was duly served with this Notice in accordance with section 88 of the *Act*. As the landlord confirmed that they received a copy of the tenant's dispute resolution hearing package in late May 2018, sent by the

tenant by registered mail, I find that the landlord was duly served with this package in accordance with section 89 of the *Act.* Since the tenant confirmed having received a copy of the landlord's dispute resolution hearing package sent by the landlord by registered mail on August 3, 2018, I also find the tenant has been duly served with this package in accordance with section 89 of the *Act*. Since both parties confirmed that they had received one another's written evidence, I find that the written evidence was served in accordance with section 88 of the *Act*.

The tenant's written evidence attempted to obtain some form of compensation for alleged illegal rent increases imposed by the landlord during the course of this tenancy. As the amount identified in the tenant's application for dispute resolution was $5,440.00 plus the recovery of the tenant's filing fee, I advised the parties that I did not consider this issue regarding illegal rent increases properly part of the tenant's application. To consider this additional request, which was not subject to any form of amendment to the tenant's original application, would be to deny the landlord a fundamental right to know the case against them and be given an opportunity to respond accordingly. As proceeding to hear this aspect of the tenant's request would deny the landlord the right to natural justice, I have not considered the tenant's concerns about an alleged illegal rent increase during this tenancy. The tenant remains at liberty to initiate a new application for dispute resolution with respect to this issue.

Issues(s) to be Decided

Is the landlord entitled to a monetary award for damage arising out of this tenancy? Is the tenant entitled to a monetary award for the landlord's failure to use the rental unit for the purpose stated on the landlord's 2 Month Notice? Is the landlord entitled to retain all or a portion of the deposits for this tenancy in partial satisfaction of the monetary award requested? Is the tenant entitled to a monetary award equivalent to double the value of the deposits as a result of the landlord's failure to comply with the provisions of section 38 of the *Act*? Are either of the parties entitled to recover the filing fee for their applications from one another?

Background and Evidence

On or about April 1, 2010, the tenant's male friend JT (the tenant's male friend) entered into a one-year fixed term tenancy agreement with the landlord. The tenant gave undisputed sworn testimony that they moved in with the tenant's male friend in June 2010. On March 13, 2011, the tenant and her male friend signed a new one-year fixed

term tenancy agreement (the Agreement) with the landlord. Since then, this tenancy has continued as a month-to-month tenancy. Monthly rent was initially set at $1,300.00, but by the end of this tenancy had increased to $1,420.00, payable in advance on the first of each month. The tenant's male friend vacated the rental unit in 2016. The landlord continues to hold the $650.00 security deposit for this tenancy paid by the tenant's male friend when this tenancy began, and the $650.00 pet damage deposit paid in 2011. The tenant has supplied undisputed written evidence that the tenant's male friend ceded the right to obtain a return of the deposits at the end of this tenancy when the tenant's male friend vacated the rental unit, leaving the tenant as the sole remaining tenant on the signed Agreement with the landlord.

The landlord's 2 Month Notice required the tenant to vacate the rental unit by May 30, 2018 for the following reason:

- *The rental unit will be occupied by the landlord or the landlord's spouse or a close family member (father, mother, or child) of the landlord or the landlord's spouse...*

The tenant subsequently advised the landlord that they were vacating the rental unit earlier than the date identified in the landlord's 2 Month Notice. The parties agreed that the tenant surrendered vacant possession of the rental unit to the landlord's representative on April 27, 2018. The parties agreed that the tenant's last payment of rent was for the month of March 2018; rent for April 2018 was not paid in accordance with section 51(1) of the *Act*, allowing tenants the equivalent of one free month's rent upon receiving a 2 Month Notice.

The parties agreed that the tenant provided a forwarding address in writing to the landlord's representative who received the tenant's keys at the end of the tenancy. Although the landlord was initially unclear as to whether the tenant or the previous tenant (the tenant's male friend) was entitled to receive the return of the deposits, the landlord applied to retain the deposits on July 31, 2018. The landlord continues to hold the deposits.

The landlord confirmed the tenant's written evidence and sworn testimony that they rented the tenant's rental unit to other tenants who took possession of the premises in early May 2018. These new tenants are paying a monthly rent of $1,500.00 on the basis of a one year fixed term tenancy.

The landlord explained that when they issued the 2 Month Notice, they fully intended to move into the rental home with their parents who lived in the Lower Mainland at that time with the tenant's brother. Although the landlord resides in Ottawa, they said that they were staying in British Columbia at times earlier this year to assist with their mother who had been diagnosed with Alzheimers. The landlord testified that their father was unexpectedly hospitalized after the landlord issued the 2 Month Notice. The landlord also received permission from their employer to extend their workplace arrangement for a further 6-month period. These two changes in plans led to the landlord deciding that they would no longer move to British Columbia to live with their parents in the suite formerly occupied by the tenant. The landlord also testified that upon returning from the hospital, their father decided to move to Europe.

The tenant's application for a monetary award of $5,440.00 included a request for the following:

Item	**Amount**
Return of Double Pet Damage & Security Deposits as per section 38 of the *Act* ($650.00 + $650.00) x 2 = $2,600.00)	$2,600.00
Double the Monthly Rent due to the Landlord's Failure to use the property for the purposes stated on the 2 Month Notice ($1,420.00 x 2 = $2,840.00)t	2,840.00
Recovery of Filing Fee for this Application	100.00
Total Monetary Order Requested	**$5,540.00**

The landlord's application for a monetary award of $15,253.46, plus the return of the filing fee included the following items, listed in the landlord's Monetary Order Worksheet:

Item	**Amount**
Fixing Damages & Cleaning	$2,766.00
Replacing Damaged Floor	6,923.46
Fixing the Ceiling	564.00
Stress	5,000.00
Recovery of Filing Fee for this Application	100.00
Total Monetary Order	**$15,353.46**

The first of the receipts for fixing damages and cleaning were further broken down in the receipt entered into written evidence by the landlord as follows:

Item	Amount
Interior Painting	$1,800.00
Toilet Seat and Re-Caulking	650.00
Carpet Cleaning	185.00
Total of Above Items	**2,365.00**
Plus GST	**131.75**
Total of Bill for Fixing Damages and Cleaning	**$2,766.75**

The landlord entered into written evidence receipts for the repair of the damages and cleaning, and to fix the ceiling. The tenant gave sworn testimony that these receipts were issued by the company of the landlord's brother. The landlord disputed this claim, instead testifying that the company that conducted these repairs was owned by the landlord's brother-in-law.

The landlord confirmed that the hardwood floors that the landlord maintained had been damaged during this tenancy have not yet been replaced. The landlord entered written and photographic evidence that there was a patch of hardwood floor that had been badly scratched and discoloured during this tenancy, which the landlord said was about 20 inches in size. The landlord said that they had attempted to locate the same hardwood flooring to replace the damaged section, but the product had been discontinued. Although the original supplier provided the landlord with an email advising that they could find something similar that would match up with original product, the landlord rejected this option, maintaining that the tenant was responsible for the replacement of the entire 380 square feet of hardwood flooring, plus baseboards and sun blockers. The tenant testified that they did not know whether the damage occurred during this tenancy or before the tenant's male friend moved into the rental unit in 2010.

The landlord said that the damaged flooring was installed in 2006, when this rental unit was first established. The landlord also testified that the rental suite was last painted in 2010, shortly before the tenant's male friend moved into the rental unit.

Analysis

While I have turned my mind to all the documentary evidence, including photographs, videos, miscellaneous letters, invoices, receipts, text messages and e-mails, and the testimony of the parties, not all details of the respective submissions and arguments are

reproduced here. The principal aspects of the claims and my findings around each are set out below.

Analysis - Tenant's Application

Sections 23, 24, 35 and 36 of the *Act* establish the rules whereby joint move-in and joint move-out condition inspections are to be conducted and reports of inspections are to be issued and provided to the tenant. These requirements are designed to clarify disputes regarding the condition of rental units at the beginning and end of a tenancy. When disputes arise as to the changes in condition between the start and end of a tenancy, joint move-in condition inspections and inspection reports are very helpful.

Section 23 of the *Act* reads in part as follows:

> **23** *(1) The landlord and tenant together must inspect the condition of the rental unit on the day the tenant is entitled to possession of the rental unit or on another mutually agreed day.*
>
> *(2) The landlord and tenant together must inspect the condition of the rental unit on or before the day the tenant starts keeping a pet or on another mutually agreed day, if*
>
> *(a) the landlord permits the tenant to keep a pet on the residential property after the start of a tenancy, and*
>
> *(b) a previous inspection was not completed under subsection (1).*
>
> *(3) The landlord must offer the tenant at least 2 opportunities, as prescribed, for the inspection.*
>
> *(4) The landlord must complete a condition inspection report in accordance with the regulations.*
>
> *(5) Both the landlord and tenant must sign the condition inspection report and the landlord must give the tenant a copy of that report in accordance with the regulations.*
>
> *(6) The landlord must make the inspection and complete and sign the report without the tenant if*
>
> *(a) the landlord has complied with subsection (3), and*
>
> *(b) the tenant does not participate on either occasion...*

Section 24 of the *Act* reads in part as follows:

> **24** *(1) The right of a tenant to the return of a security deposit or a pet damage deposit, or both, is extinguished if*
>
> > *(a) the landlord has complied with section 23 (3) [2 opportunities for inspection], and*
> >
> > *(b) the tenant has not participated on either occasion.*
>
> *(2) The right of a landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property is extinguished if the landlord*
>
> > *(a) does not comply with section 23 (3) [2 opportunities for inspection],*
> >
> > *(b) having complied with section 23 (3), does not participate on either occasion, or*
> >
> > *(c) does not complete the condition inspection report and give the tenant a copy of it in accordance with the regulations...*

Similar provisions are established in sections 35 and 36 with respect to joint move-out condition inspections and inspection reports.

In this case, there is undisputed evidence that no report of the joint move-in inspection was prepared by the landlord, nor, for that matter, was any joint move-out condition inspection report produced at the end of this tenancy. On this basis, the landlord's right to apply to retain the deposits for this tenancy were extinguished from the beginning of this tenancy. Thus, the landlord had no legal right to apply on July 31, 2018 to retain any portion of the deposits for this tenancy.

Section 38(1) of the *Act* requires a landlord, within 15 days of the end of the tenancy or the date on which the landlord receives the tenant's forwarding address in writing, to either return the deposits in full or file an Application for Dispute Resolution seeking an Order allowing the landlord to retain the deposits if the right to file an Application has not been extinguished. If the landlord fails to comply with section 38(1), then the landlord may not make a claim against the deposits, and the landlord must return the tenant's deposits plus applicable interest and must pay the tenant a monetary award equivalent to the original value of the deposits (section 38(6) of the *Act*). With respect to the return

of the deposits, the triggering event is the latter of the end of the tenancy or the tenant's provision of the forwarding address.

In this case, the landlord had 15 days after April 27, 2018 to take one of the actions outlined above. Section 38(4)(a) of the *Act* also allows a landlord to retain an amount from a deposit if "at the end of a tenancy, the tenant agrees in writing the landlord may retain the amount to pay a liability or obligation of the tenant." As there is no evidence that the tenant has given the landlords written authorization at the end of this tenancy to retain any portion of the deposit for this tenancy, section 38(4)(a) of the *Act* does not apply to the tenant's deposit.

The following provisions of Policy Guideline 17 of the Residential Tenancy Branch's Policy Guidelines would seem to be of relevance to the consideration of this application:

Unless the tenant has specifically waived the doubling of the deposit, either on an application for the return of the deposit or at the hearing, the arbitrator will order the return of double the deposit:

- *If the landlord has not filed a claim against the deposit within 15 days of the later of the end of the tenancy or the date the tenant's forwarding address is received in writing;*
- *If the landlord has claimed against the deposit for damage to the rental unit and the landlord's right to make such a claim has been extinguished under the Act;...*
- *If the landlord has obtained the tenant's written agreement to deduct from the security deposit for damage to the rental unit after the landlord's right to obtain such agreement has been extinguished under the Act;*
- *whether or not the landlord may have a valid monetary claim.*

Based on the undisputed evidence before me, I find that the landlord has neither applied for dispute resolution nor returned the deposits for this tenancy in full within the required 15 days. As was noted above, the landlord's right to apply to retain the deposits expired at the beginning of this tenancy when no joint move-in condition report was prepared by the landlord. The tenant gave sworn oral testimony that they have not waived their right to obtain a payment pursuant to section 38 of the *Act* owing as a result of the landlord's failure to abide by the provisions of that section of the *Act*. Under these circumstances and in accordance with section 38(6) of the *Act*, I find that the tenant is therefore entitled to a monetary order amounting to double the value of the deposits for this tenancy with interest calculated on the original amount only. No interest is payable.

Section 49(3) of the *Act* provides the statutory authority whereby a landlord may end a tenancy for landlord's use of the property under the following circumstances:

> *(3)A landlord who is an individual may end a tenancy in respect of a rental unit if the landlord or a close family member of the landlord intends in good faith to occupy the rental unit.*

The following portions of section 51 of the *Act* have a bearing on the tenant's eligibility for compensation after receipt of the 2 Month Notice from the landlord:

> ***51*** *(1)A tenant who receives a notice to end a tenancy under section 49 [landlord's use of property] is entitled to receive from the landlord on or the effective date of the landlord's notice an amount that is the equivalent of one month's rent payable under the tenancy agreement...*
>
> *(2) In addition to the amount payable under subsection (1), if*
>
> > *(a) steps have not been taken to accomplish the stated purpose for ending the tenancy under section 49 within a reasonable period after the effective date of the notice, or*
> >
> > *(b) the rental unit is not used for that stated purpose for at least 6 months beginning within a reasonable period after the effective date of the notice,*
>
> *the landlord, or the purchaser, as applicable under section 49, must pay the tenant an amount that is the equivalent of double the monthly rent payable under the tenancy agreement...*

I have also taken into consideration Residential Tenancy Branch Policy Guideline 2, which reads as follows:

> *...If a tenant can show that a landlord who ended their tenancy under section 49 of the RTA or section 42 of the MHPTA has not: •*
> *taken steps to accomplish the stated purpose for ending the tenancy within a reasonable period after the effective date of the notice to end tenancy, or •*
>
> *used the rental unit for that stated purpose for at least six months beginning within a reasonable period after the effective date of the notice (RTA only),*

> *the tenant may seek an order that the landlord pay the tenant a set amount of additional compensation for not using the property for the purpose stated in the Notice to End Tenancy...*

In this case, the landlord fully admitted that neither they nor a close family member took up residence in the tenant's rental unit after this tenancy ended. In fact, there is evidence that the landlord re-rented the premises to unrelated tenants for a higher monthly rent than the tenant was paying within two weeks of this tenancy ending.

Although I have taken into account the landlord's explanation for the changed set of circumstances, the wording of section 51(2) of the *Act*, as outlined above, is very specific regarding the entitlement that a tenant has to compensation in the event that, for whatever reason, the landlord does not use the premises for the purpose stated in the 2 Month Notice.

I also note that the landlord provided nothing in their extensive written evidence to confirm any of the reasons they cited in their sworn testimony. While there may very well have been circumstances that arose that varied from the situation when the landlord issued the 2 Month Notice, I find that the landlord's re-renting of the premises almost immediately after this tenancy ended entitles the tenant to a monetary award of $2,840.00, pursuant to section 51(2) of the *Act*.

As the tenant has been successful in their application, I allow the tenant to recover their $100.00 filing fee from the landlord.

Analysis - Landlord's Application

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. In this case, the onus is on the landlord to prove on the balance of probabilities that the tenant caused the damage and that it was beyond reasonable wear and tear that could be expected for a rental unit of this age.

Section 37(2) of the *Act* requires a tenant to "leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear." The parties entered conflicting evidence regarding the condition of the rental unit when this tenancy ended. Without proper joint move-in or move-out condition inspection reports, I must rely on photographs and videos often taken from different angles and levels of clarity and the written statements of the parties and their witnesses to the joint move-out condition inspection, neither of whom were available at the hearing to answer questions regarding their written statements. Under these circumstances, it is difficult to assess the extent to which the rental premises were damaged during this tenancy or were not cleaned to the extent required by section 37(2) of the *Act*. As noted above, the burden of proof rests with the landlord, who is also responsible for preparing condition inspection reports.

As mentioned at the hearing and as outlined below, Residential Tenancy Branch Policy Guideline 40 identifies the useful life of items associated with residential tenancies for the guidance of Arbitrators in determining claims for damage.

> *This guideline is a general guide for determining the useful life of building elements for considering applications for additional rent increases and determining damages which the director has the authority to determine under the Residential Tenancy Act and the Manufactured Home Park Tenancy Act. Useful life is the expected lifetime, or the acceptable period of use, of an item under normal circumstances...*
>
> ***Damage(s)***
> *When applied to damage(s) caused by a tenant, the tenant's guests or the tenant's pets, the arbitrator may consider the useful life of a building element and the age of the item. Landlords should provide evidence showing the age of the item at the time of replacement and the cost of the replacement building item. That evidence may be in the form of work orders, invoices or other documentary evidence.*
>
> *If the arbitrator finds that a landlord makes repairs to a rental unit due to damage caused by the tenant, the arbitrator may consider the age of the item at the time of replacement and the useful life of the item when calculating the tenant's responsibility for the cost or replacement...*

With respect to the landlord's application, the useful life of an internal paint job in a rental unit is estimated at four years. In this case, the landlord testified that the rental unit had not been painted since 2010. The tenant gave undisputed sworn testimony

supported by photographic evidence that they patched any holes or defects in the walls before they surrendered vacant possession of the rental unit to the landlord. For these reasons, I dismiss that portion of the landlord's claim for interior painting in its entirety without leave to reapply, as the previous paint job for this rental unit was well past its useful life.

The tenant admitted that the toilet seat was damaged during the course of this tenancy. While there is no specific useful life listed for a toilet seat, the useful life of a toilet is 20 years. The toilet was at least 12 years old if it was installed at the time this rental unit was created. As the landlord's invoice did not specify how much the toilet seat cost to replace, I have used an estimate of $40.00 for the replacement of this feature of the tenancy. Since the landlord is only entitled to recover 8/20 of that amount as the toilet seat is assumed to be 12 years old at the end of this tenancy, I issue a monetary award in the landlord's favour in the amount of $16.00 ($40.00 x 8/20 = $16.00) for this item.

I heard conflicting testimony and reviewed unclear photographs relating to the damage the landlord claimed needed to be repaired and cleaned around the bathtub and shower. The tenant's photograph of the bathtub and shower area focussed on the upper portion of the wall and not the tiled area immediately above the bathtub. There does appear to be some mould on the grout and caulking in one of the landlord's photographs. However, I also note that this tenancy was in place for more than eight years, and without a move-in condition inspection report, it is difficult to determine the extent to which this damage occurred during this tenancy and exceeded reasonable wear and tear. I am also cognizant of the tenant's undisputed claim that the receipt provided by the landlord for this work was submitted by a close relative of the landlord. Based on a balance of probabilities, I find that the landlord is entitled to a monetary award of $100.00 for cleaning and re-caulking in the bathtub area.

After carefully reviewing the photographic, written and oral evidence regarding the landlord's claim for the replacement of the hardwood flooring, I confirm that there has been some damage to the hardwood flooring. However, I find that the landlord's claim for the replacement of 380 square feet of 12-year hardwood flooring as a result of scratches and discolouration to a 20 inch portion of that flooring is extremely excessive. While the tenant did not dispute that this small portion of flooring was damaged, the tenant was uncertain as to whether this damage occurred during this tenancy or before their male friend moved into the rental unit.

Section 7(2) of the *Act* requires a party to do whatever is reasonable to mitigate the exposure of the other party to losses. In this case, there is evidence that the supplier's offer to locate replacement flooring that would be similar, albeit not identical, to the damaged hardwood flooring was rejected by the landlord. The original flooring would no doubt have discoloured to an extent over the course of 12 years, and the landlord's insistence that the only suitable replacement for the damaged section would be the original flooring may very well have led to a finished product that may have looked less identical than would have been the effect had the supplier provided an available and suitable substitute. I find the landlord's rejection of the option of finding a suitable and close match for the existing damaged flooring does not meet the requirements of section 7(2) of the *Act* to mitigate the tenant's losses. I also note that the flooring, even in its current state, has not prevented the landlord from obtaining more monthly rent than the tenant was paying during their tenancy. The landlord has not replaced this flooring and still has the option of finding a suitable match for the damaged flooring. For these reasons, I allow only a somewhat nominal $200.00 monetary award for the damaged flooring, which is intended to compensate the landlord for replacement flooring and the labour to have the existing portion of flooring removed and replaced with the new substitute hardwood flooring. This award is also intended to compensate the landlord for the time it would take for the landlord to source out this flooring and have someone available for its installation.

I find little evidence that would demonstrate the landlord's entitlement to any monetary award to repair the ceiling. The landlord admitted that they did not even notice this damage until after the new tenants alerted them to this deficiency. The tenant maintained that this may have resulted from some sort of structural problem with moisture entering the rental unit. I reject the landlord's claim that the tenant is responsible for this damage, as the landlord has not met the burden of proof regarding this item.

The landlord maintained that the tenant was responsible for having the carpets in the rental unit professionally steam cleaned at the end of this tenancy, especially since there had been a dog residing in the rental unit for a number of years. The landlord was unable to identify any specific provision in either their tenancy agreement or any addendum to that agreement requiring the tenant to retain professional carpet cleaners at the end of this tenancy. The tenant gave undisputed sworn testimony and written evidence that they were assisted in steam cleaning the carpeting by an individual who had previously been employed as a carpet cleaner. In the absence of any joint move-in and joint move-out condition inspections, and without the participation at the hearing of

either of the individuals who provided written evidence regarding the state of the carpet cleaning at the end of this tenancy, I am left with comparing photographs provided by the parties to assess this part of the landlord's claim. The landlord was not present when the tenant handed the keys to the landlord's representative at the end of this tenancy, but the tenant certainly was. The tenant gave undisputed sworn testimony that they told the landlord's representative that the carpets were still a little damp from the steam cleaning the tenant had undertaken on the carpets. As the burden of proof rests with the landlord and the landlord has not demonstrated that there was a requirement that the carpets were to be professionally cleaned or that the tenant's cleaning of these carpets was inadequate, I dismiss this aspect of the landlord's claim without leave to reapply. In coming to this determination, I also note that the carpets themselves would have exhausted their 10-year useful life by the end of this tenancy.

The only written evidence that the landlord supplied with respect to their claim for a $5.000.00 monetary award for stress was a statement from a social worker/psychotherapist who reported that the landlord had told them that they were experiencing stress as a result of the tenant's actions. Monetary awards for this type of loss are seldom awarded and would certainly require far more than this type of retelling of a self-reported symptom entered into written evidence by the landlord. I dismiss this element of the landlord's claim without leave to reapply.

Since the landlord was only partially successful in their application, I allow the landlord to recover only $50.00 of their filing fee from the tenant.

Conclusion

I issue a monetary Order in the tenant's favour under the following terms, which allows the tenant to recover double the security deposit for this tenancy, a monetary award for the landlord's failure to use the property for the purposes stated in the 2 Month Notice, less damage that occurred during the course of this tenancy for which the tenant was responsible:

Item	**Amount**
Return of Double Pet Damage & Security Deposits as per section 38 of the Act ($650.00 + $650.00) x 2 = $2,600.00)	$2,600.00
Double the Monthly Rent due to the Landlord's Failure to use the property for	2,840.00

the purposes stated on the 2 Month Notice ($1,420.00 x 2 = $2,840.00)t	
Recovery of Filing Fee for Tenant's Application	100.00
Less Toilet Seat	-16.00
Less Cleaning and Re-Caulking of Bathtub and Shower Area	-100.00
Less Damage to Flooring	-200.00
Less $50.00 of the Landlord's Filing Fee	-50.00
Total Monetary Order	**$5,174.00**

The tenant is provided with these Orders in the above terms and the landlord must be served with this Order as soon as possible. Should the landlord fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.

The tenant remains at liberty to apply to obtain a monetary award for an alleged illegal rent increase, which was not considered as part of this hearing.

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: November 07, 2018

Residential Tenancy Branch