Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFT, MNSD (Tenants' Application)
FFL, MNDL-S, MNRL-S (Landlord's Application)

Introduction

This hearing convened as a result of cross applications. In the Tenants' Application filed on June 25, 2018, the Tenants sought return of double their security deposit and recovery of the filing fee. In the Landlord's Application, filed July 6, 2018, the Landlord sought monetary compensation from the Tenants for unpaid utilities, cleaning and damage to the rental unit, as well as recovery of the filing fee.

The hearing was conducted by teleconference on August 20, 2018, October 9, 2018 and November 22, 2018. Both parties called into the hearing and were provided the opportunity to present their evidence orally and in written and documentary form and to make submissions to me.

The parties agreed that all evidence that each party provided had been exchanged. No issues with respect to service or delivery of documents or evidence were raised.

I have reviewed all oral and written evidence before me that met the requirements of the *Residential Tenancy Branch Rules of Procedure*. However, not all details of the respective submissions and or arguments are reproduced here; further, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Are the Tenants entitled to return of double the security deposit paid?

2. Is the Landlord entitled to monetary compensation from the Tenants?

3. Should either party recover the filing fee?

Background and Evidence

As the Tenants filed their application first, they presented their claim first.

The Tenant, A.M., testified on behalf of the Tenants. He confirmed he is a practicing lawyer such that he was not required to give a solemn affirmation, as he is bound by his obligations to the court as an officer of the court. He confirmed that the rental unit is normally rented as a vacation rental although he and his family rented it for approximately 9 months while their home was undergoing renovations.

Introduced in evidence was a copy of the residential tenancy agreement which provides as follows: the tenancy began on August 15, 2017 for a fixed term to April 30, 2018. Monthly rent was payable in the amount of $3,600.00 and the Tenants paid a $1,800.00 security deposit and a $1,800.00 pet damage deposit for a total of $3,600.00 paid in deposits.

The Tenant confirmed that the tenancy was extended beyond the fixed term on June 7, 2018.

On June 7, 2018 the female Tenant met with the Landlord to conduct a move out condition inspection. A.M. stated that he was not there for the inspection, although he was present during the second meeting at approximately 7:00 p.m.

Introduced in evidence were text messages, dated June 21, 2018, between the male Tenant, A.M. and the Landlord's assistant, J., wherein the Tenant provided the Landlord with their forwarding address.

Branch records indicate that the Landlord applied for dispute resolution on July 6, 2018. The print out of the application indicates the Landlord applied for dispute resolution on July 10, 2018 such that it was the Tenants understanding the Landlord had applied beyond the required 15 days as set out in section 38 of the *Act.*

On July 7, 2018, the Landlord provided a cheque for approximately $934.19 to the Tenants. A.M. confirmed that they did not agree to the Landlord retaining the $2,665.81 balance of the security and pet damage deposit funds. The Tenants did not cash the cheque from the Landlord.

The Landlord, R.S. testified as follows. She confirmed that she is the owner of the vacation rental company listed as Landlord on the tenancy agreement. She confirmed that she manages the property of the owner, S.S.

The Landlord confirmed that the tenancy was originally to end on April 30, 2018 although through discussions with the Tenants she agreed they could stay beyond that date as their home renovations had yet to complete. She stated that originally the Tenants estimated they would move out on June 15, 2018, but in May of 2018 they decided that their renovations were close enough to being complete and agreed they could move out on June 7, 2018.

The Landlord confirmed that it was re-rented for July 1, 2018 for $3,960.00 per month. She stated that the rent was raised as there were "improvements done to the house". She also confirmed that no attempts were made to re-rent the home for $3,600.00 nor were attempts made to rent earlier than July 1, 2018 as there were things that needed to be fixed and done prior to re-renting. The Landlord also confirmed that they were not seeking compensation for unpaid rent for the balance of June 2018.

In the claim before me the Landlord claimed the sum of **$3,887.60**; in support of the claim they submitted a monetary orders worksheet wherein the following was claimed:

Pet damages	$865.81
Damages and cleaning	$1,176.99
Unpaid utilities	$1,570.29
TOTAL CLAIMED	$3,613.09

The tenancy agreement provided that the Tenants were to pay $3,600.00 per month in addition to utilities. She stated that because of the accommodation was furnished, they usually have a monthly cleaning fee, but that was waived as the Tenants had a nanny who would be doing the cleaning.

The Landlord stated that the Tenants were good tenants and always paid their rent. She stated that part of the utilities were in the home owners' name and part of it in the Tenants such that when the tenancy ended there existed a balance owing for the utilities as the invoices had yet to be received.

The Landlord confirmed that at the end of the tenancy the Tenants owed the following for utilities (which was included in an excel spreadsheet in the Landlord's evidence and reproduced as written as follows):

Date	Hydro	Gas	Water	Cable		Balance output
Mar, 2018	-	$115.67	$162.01	$113.54		$391.22
Apr, 2018	$304.93	$107.97	$156.78	$113.54		$683.22
May, 2018	$103.19	$31.23	$162.01	$113.54		$409.96
June, 2018	$24.08	-	$36.58	$25.23		$85.89
					Grand Total	**$1,570.29**

* Invoice is not yet available

The Landlord stated that at some point in time in April of 2018 the Tenants were informed by a letter from the municipality that the water utility was higher than normal. At that time the Landlord discovered there was a problem with the sprinkler system.

The Landlord further stated that the gardener and the sprinkler technician looked at the system and determined that there was a broken head, but this would not explain the higher than normal usage as she claimed that the water was shut off at the house.

The Landlord submitted that all the usage of the water was a result of the Tenants' use, not anything wrong with the sprinkler system. She stated that they had a baby and a lot of visitors which would explain the higher than normal water usage.

In terms of the Landlord's claim for cleaning and damage to the rental unit the Landlord submitted that the rental unit was left very dirty at the end of the tenancy as well as left with significant damage caused by the Tenants. In support the Landlord provided a completed move in and move out condition inspection report. The report was signed by the tenant, A.M. at move in, but was not signed by the Tenants when they moved out. The Landlord confirmed that the female Tenant was in attendance but did not sign the report.

In terms of the amounts claimed for "pet damage" the Landlord stated that the Tenants had a very large collie dog, with long hair which resulted in dog hair throughout the rental unit. She stated that the Tenants verbally agreed to keep the dog in the kitchen when the tenancy agreement was signed and when the Tenants moved in. She further stated that when the Tenants moved out all the area rugs were covered in dog hair indicating that the dog was not kept in the kitchen as promised.

The Landlord claimed the sum of $865.81 for "pet damages" which included:

- $736.31 for area rug cleaning (a copy of the invoice, dated June 29, 2018, was provided in evidence);
- $94.50 for kitchen upholstery (a copy of the invoice, dated June 7, 2018 was provided in evidence); and,

- $35.00 for replacement of a chair which was ripped on the left arm by the Tenants' dog (photos of the chair were provided in evidence).

In terms of the other damages claims, the Landlord testified that all of the plants inside the house and outside on the deck were dead at the end of the tenancy. She noted that while they had a gardener to take care of the yard, the Tenants were to water the plants in the pots. The Landlord provided photos of the dead plants as well as photos of the price tags confirming the replacement cost as follows:

2 orchids	$62.00
Japanese maple tree	$160.00
Bamboo trees	$75.00
Lavender	$39.00
TOTAL CLAIMED	$336.00

The Landlord also claimed the Tenants damaged a cast iron grill in the barbeque such that they sought $60.00 to replace the grill.

The Landlord also claimed the $252.00 cost to refinish a coffee table and side table. Photos submitted in evidence showed these items as being marked with a permanent marker, as well as the finish removed when attempts to remove the marker were made.

The Landlord also claimed the piano pedal was damaged and sought $291.20 for its repair.

The Landlord submitted that the Tenants damaged the vacuum power head due to the amount of hair from their dog. As such the Landlord sought the $120.00 replacement cost. In evidence was a quote for the replacement; the Landlord initially testified during the hearing that the unit was in fact replaced at this cost.

The Landlord also claimed the cost of $347.50 for cleaning. She confirmed that the original amount of $472.50 which was described as a "standard charge", was discounted by $125.00 to recognize the cleaning attempts made by the Tenants.

On the Monetary Orders Worksheet the Landlord claimed the sum of $1,176.99 for damages. R.S. stated that when they filled this document out they did not include the cost of replacing the piano pedal. She confirmed that the total sum sought by the Landlord was the $1,406.70 noted in the above table.

In response to the Landlord's claims the Tenant, A.M. testified as follows.

In terms of the Landlord's claim for unpaid utilities A.M. confirmed that they have no issue with the amounts claimed by the Landlord for the hydro, gas and cable in the amount of $1,052.91. Accordingly I record the Tenants' agreement to pay the **$1,052.91** claimed for these outstanding utilities pursuant to section 63 of the *Residential Tenancy Act*.

A.M. stated that they were agreeable to paying the water utility based on an "average consumption", but they are not agreeable to the amounts claimed by the Landlord as they believed the excess usage was due to problems with the sprinkler system.

Introduced in evidence was a copy of the February 1, 2018 water invoice which indicated that the amount of $420.03 was owed for the time period October 5, 2017 to February 1, 2018 or approximately $105.00 per month. The amounts claimed by the Landlord were 60% more, or approximately $160.00 per month.

A.M. stated that the rental unit is a house which is approximately 3,500 square feet with a large yard and a large sprinkler system. He further stated that on May 30, 2018 the municipality put a notice on the Tenants' door and informed them that the water usage appeared to be higher than usual and that no one was at the premises to be using water yet the meter was continuing to run. A.M. testified that he also received a text message from R.S. informing them that there was a sprinkler leak. Following this, she sent another message claiming that the Landlord's son (who also happened to be the gardener) determined that there was no leak. A.M. submitted that it is more likely that the increased consumption was actually due to a leak.

A.M. stated that the Tenants were agreeable to paying the average cost of $105.00 per month (as shown in the October 5, 2017 to February 1, 2018 invoices) such that they would agree to compensate the Landlord the sum of $322.00 (as they were only in the rental unit for 2 days in June 2018).

A.M. stated that the dog is a golden retriever, not a collie, as alleged by the Landlord. A.M. further stated that they discussed with the Landlord not letting the dog go out of the kitchen when they weren't home, but they did not agree that the dog would only be allowed in the kitchen during the tenancy.

A.M. confirmed that the Tenants dispute all the charges relating to the pet damage deposit. He stated that when they toured the house in the summer of 2017, there was

evidence of a dog living there, and a teenager. He testified that when he toured the home he asked the Landlord if a teenage boy had been living there as having been a teenage boy at one point he was familiar with the smell. He also stated that while there was pet hair in the home after they moved out, it was likely a combination of the hair from the previous tenants' pets and theirs.

A.M. further testified that to his knowledge, after the tenancy ended the owner then moved into the home and hosted a summer wedding. A.M. submitted that some of the dirt was likely there when they toured the house, or was a result of this summer wedding.

A.M. stated that there were shag rugs located throughout the house. He noted that the strands were 2" long and various colours which were difficult to clean, although they did vacuum. A.M. stated that he did not believe they were cleaned prior to the tenancy beginning.

A.M. also stated that the Landlord confirmed that she had to turn the house over to the owner in "perfect condition". The Tenant stated that he should not be responsible for these costs as the rental unit was not in perfect condition when they moved in. He also stated that if they don't stand up for themselves they are basically a $3,600.00 insurance policy for the Landlord.

He noted that the Landlord sought cleaning costs for 6 chairs at $15 per unit and claimed this against the pet damage deposit which does not make any sense. He submitted that the dining set was oak veneer, common 20-30 years ago, and included "old grotty chairs with grey and black fabric". He also stated that the Lazy boy chair was vinyl and likely 20 years old.

A.M. also submitted that there are no photos of the rental unit before the tenancy began.

In terms of the amounts claimed, A.M. noted that on the "damage deposit tracker", the first four items are plants. He stated that he did not recall the condition of the plants when they moved in but also claimed they did not neglect them. He noted that there is no evidence of the condition before and only black and white photos after. He also stated that they had a nanny who probably watered the plants. A.M. also stated that there was a sprinkler system and a gardener (who was also the Landlord's son) who was there every other day and should have tended the plants on the deck. Finally, A.M. stated that there was no discussion about the Landlord's expectation that the plants

would be watered during the tenancy nor was there any discussion about them when they moved out.

In terms of the cast iron grill, A.M. stated that he thinks this was stored in the barbeque. He stated that he used the barbeque in the first few months but the burners were burned out. He communicated with the Landlord about this and they did not repair the burners. He stated that being cast iron, unless it was cracked it can't be damaged as it merely needs to be oiled and re-seasoned.

In terms of the amounts claimed by the Landlord for the costs to refinish the side table and coffee table, A.M. stated that this was of the same oak style as the dining room with a parquet pattern. He stated they were not in good condition when they moved in and would likely cost $10 at a second hand store to replace. He also stated that to his knowledge the cost to refinish furniture is about $5.00 per square foot such that it should be about $20.00 for the side table.

A.M. also stated that he was really surprised the Landlord was claiming the cost of the piano pedals as there were none when they moved in. He claimed that his mother tried to show the children how to play the piano but there were no piano pedals and she suggested they rent a keyboard so that she could teach them.

Again, A.M. noted that there were no photos of the rental unit, and in particular the condition of the piano, at the start of the tenancy. A.M. stated that he did not complain about the condition of the rental unit when they first moved in as the premises were "adequate for their purposes".

In terms of the vacuum power head A.M. stated that he recalled that the powerhead did not work because it was full of items when they first moved in and he cleaned it out to try to address this. Further, he noted that the Landlord failed to submit any evidence to confirm that the powerhead was actually replaced, all that was submitted was a screen shot from the internet of the replacement cost. He also noted that the vacuum was a Dyson brand and to his knowledge has a lifetime warranty.

In response to the Landlord's claim for $472.50 for cleaning, A.M. stated that the Landlord waived their monthly cleaning fee because they had a nanny. He testified that it was clean when they moved out as his wife and the nanny spent days cleaning. Further, A.M. noted that the Landlord also operates a cleaning company and he felt that he was almost being "set up" to have the Landlord's company do the cleaning. He described this as a "massive conflict of interest". He said that for the most part she gets

away with this because most people can't be bothered to disagree with her but in essence she uses trust funds (security deposits) to pay her cleaning company.

A.M. also noted that the Landlord's cleaning company discovered some areas which were not clean, such as some dirty wine glasses from the other side of the house which they never used. He suggested these were cleaned for the owner's family wedding the cost of which should not be borne by the Tenants.

Further, A.M. noted that the rental unit was full of the owner's personal belongings; such as: photo albums, games, a floor to ceiling gun safe, clothes in all the closets, and boxes of blankets such that it was difficult to clean.

A.M. also stated that after they moved out in June 2018 it was turned over to the owner. A.M. stated that this may have compelled the Landlord to impress her client by using the Tenants' money to clean the rental unit to a higher standard. He noted that the owner then lived there for three weeks (during the wedding) and then it was turned over to an "ordinary tenant".

In reply to the Tenants' submissions, the Landlord stated that the previous Tenant did not have a dog. She confirmed that she told the Tenants that a long time ago the owner had a dog. She also confirmed that the tenants prior to this tenancy were a mom and two boys.

The Landlord confirmed that the company which did the cleaning was also her company. She acts as a Landlord for owners who rent their properties as vacation rentals as well as owning a cleaning company.

The Landlord confirmed that the furniture included old pieces which are antique and new items. She claimed that the sofa was only two years old. She further claimed that the Tenant's children drew with permanent markers on the furniture which is why the furniture needed refinishing.

The Landlord confirmed that the owner hosted a wedding for her son, but that it was a "very small wedding", with 20-30 people maximum.

The Landlord confirmed that the piano pedals were there, they were simply broken by the Tenants.

In terms of the power head dog hair the Landlord stated that Tenants were the only ones with a dog and as such the dog hair must have been theirs.

The Landlord then stated that they have not purchased a new power head, rather they bought a new vacuum.

The Landlord stated that she has a stipulation with her clients, the homeowners, that as these are executive properties they need to be cleaned once a month. She also stated that she charged the Tenant a "fraction" of what she spent paying her staff to clean. She stated that it looked like it was clean, but it wasn't. She also stated that she lost money on this one because they spent so much time cleaning.

Analysis

After consideration of the testimony and evidence before me, and upon consideration of the submissions made, I find as follows.

I find that the Tenants provided the Landlord with their forwarding address on June 21, 2018. Pursuant to section 38(6) the Landlord had until July 6, 2018 in which to return the funds or make an application for dispute resolution. Branch records confirm that the Landlord filed for dispute resolution on July 6, 2018 such that the Landlord applied within the required time. Accordingly, the Tenants claim for double the security deposit pursuant to sections 38(1) and (6) is dismissed.

I will now address the Landlord's claims.

The Tenants did not dispute the amounts claimed by the Landlord for outstanding utilities. Accordingly, I record their agreement to pay the sum of **$1,052.91.**

The Tenants dispute the amounts claimed for the water utility as well as the costs to clean and repair the rental unit.

In a claim for damage or loss under section 67 of the *Act* or the tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities. In this case, the Landlord has the burden of proof to prove their claim.

Section 7(1) of the *Act* provides that if a Landlord or Tenant does not comply with the *Act*, regulation or tenancy agreement, the non-complying party must compensate the other for damage or loss that results.

Section 67 of the *Act* provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

To prove a loss and have one party pay for the loss requires the claiming party to prove four different elements:

- proof that the damage or loss exists;
- proof that the damage or loss occurred due to the actions or neglect of the responding party in violation of the Act or agreement;
- proof of the actual amount required to compensate for the claimed loss or to repair the damage; and
- proof that the applicant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

Where the claiming party has not met each of the four elements, the burden of proof has not been met and the claim fails.

I accept the Tenants evidence that the water usage was higher than normal such that I find it likely the overage originated from the sprinkler system. In her testimony the Landlord conceded that there was a broken head in the system; while she later resiled from this position claiming the water was off, I accept the Tenant's evidence that the municipality attended the rental home when it was vacant noting that water was continuing to run. I therefore find that the amounts should be reduced as suggested by A.M. and I award the Landlord the sum of **$322.00** for the water utility**.**

Section 37(2) of the *Act* requires a tenant to leave a rental unit undamaged, except for reasonable wear and tear, at the end of the tenancy and reads as follows:

> **37** (1) Unless a landlord and tenant otherwise agree, the tenant must vacate the rental unit by 1 p.m. on the day the tenancy ends.
>
> (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, and

> (b) give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

Pursuant to section 23 and 35 of the *Act,* a landlord is required to complete a move in and move out condition inspection report at the start of a tenancy and when a tenancy ends. Such reports, when properly completed, afford both the landlord and tenant an opportunity to review the condition of the rental unit at the material times, and make notes of any deficiencies.

Section 21 of the *Residential Tenancy Regulation* affords significant evidentiary value to condition inspection reports and reads as follows:

> **21** In dispute resolution proceedings, a condition inspection report completed in accordance with this Part is evidence of the state of repair and condition of the rental unit or residential property on the date of the inspection, unless either the landlord or the tenant has a preponderance of evidence to the contrary.

The importance of condition inspection reports is further highlighted by sections 24 and 36 as these sections provide that a party extinguishes their right to claim against the deposit if that party fails to participate in the inspections as required (in the case of the landlord this only relates to claims for damage; a landlord retains the right to claim for unpaid rent.)

In the case before me, the Tenants submitted that there were no photos of the condition of the rental unit prior to the tenancy beginning. Although such photos may have been of assistance, section 21 of the *Regulation* provides that a condition inspection report *is evidence* of the stated of repair and condition of the rental unit on the date of the inspection, *unless either party has a preponderance of evidence to the contrary.* The Tenants failed to submit any photos or other evidence to contradict the condition inspection report. Accordingly, and pursuant to section 21, I accept the report for the truth of its contents.

I will first deal with the Landlord's claim for compensation for the replacement cost of various plants. The photos submitted by the Landlord confirm that at the end of the tenancy the plants were dead. The Landlord stated that the gardener was at the rental property every two weeks; the Tenants testified that the gardener was there every other day. As the Tenants lived in the rental property I accept their evidence with respect to the frequency of the gardener's attendance.

Had the Tenants been responsible for care of the outdoor pots, this should have been recorded in the tenancy agreement. The Tenant, A.M., testified that the Landlord did not give any instruction with respect to care of the plants. I find it reasonable for the Tenants to have assumed the gardener would care for the outdoor potted plants while at the same time caring for the gardens given the frequency of the gardener's attendance to the property.

Two of the plants in question, are indoor orchids which have a relatively limited life span. Although it is possible to repeat a flowering cycle, this is not regular plant maintenance.

I therefore dismiss the Landlord's claim for compensation for the replacement cost of potted plants.

I accept the Landlord's evidence that the presence of pet hair resulted in the area rugs requiring cleaning. Photos of the vacuum power head submitted in evidence showed excessive pet hair. Irrespective of whether the parties agreed the Tenants' pet would remain in the kitchen, the evidence confirms the pet hair was found throughout the rental unit at the end of the tenancy. I therefore award the Landlord the **$736.31** claimed.

While the Landlord claimed the sum of $94.50 for cleaning the kitchen upholstery, I was only provided with one black and white photo of one chair showing some darker spots. The Landlord failed to submit any evidence to suggest they attempted to spot clean this chair, or to support a finding that all the kitchen chairs required cleaning. I therefore dismiss this portion of the Landlord's claim.

I also accept the Landlord's evidence that a chair was damaged by the Tenants dog. The Tenants did not dispute this occurred, only to note that the chair was of limited value. I also find the Landlord mitigated their losses by purchasing a replacement second hand. I therefore award the Landlord the **$35.00** claimed.

The photos submitted by the Landlord confirm that the coffee table and end tables were damaged by permanent marker and required refinishing. While this furniture may not be of significant value, the replacement cost would likely exceed the cost of the refinishing costs claimed by the Landlord. Although the Tenants submitted the furniture could be replaced for minimal value, they submitted no documentary evidence to support such a claim. I find that by refinishing, rather than replacing the furniture, the

Landlord mitigated their losses as required by section 7 of the *Act.* I therefore award the Landlord the **$252.00** claimed.

The Landlord also claimed the cost of $60.00 to replace a cast iron grill. As aptly noted by the Tenants, cast iron cooking items have an almost unlimited lifespan as they can be repeatedly oiled/seasoned and even brought back from a state of significant rust. I am unable, based on the evidence before me, to find that the cast iron grill required replacement and I therefore dismiss the Landlord's claim for this item.

The Landlord claimed the Tenants damaged the piano pedal. The Tenant testified that the pedal was missing entirely. The condition inspection reports make no mention of the piano, save and except for a typed "inventory" which was clearly drafted after the inspection. It seems likely the parties did not thoroughly inspect the piano at the beginning of the tenancy, or during the move out inspection. As such, I find the Landlord has submitted insufficient evidence to support a finding that the piano pedal was broken during this tenancy and I therefore dismiss their claim for related compensation.

The Landlord claimed the cost of replacing the vacuum power head. Initially she testified that the power head was replaced at the cost indicated by the internet printout estimate. When replying to the Tenants' submissions she stated that in fact it was not replaced, but the entire vacuum was. I am unable to find that the Landlord incurred the cost to replace the vacuum power head as claimed and I therefore dismiss this portion of the Landlord's claim.

The Landlord claimed the sum of $347.50 for cleaning of the rental unit. The photos submitted by the Landlord and the condition inspection report confirm that some cleaning was required at the end of the tenancy. However, I accept the Tenants' submissions that the Landlord was motivated to ensure the rental unit was in "perfect condition" as the owner was hosting a wedding at the property following the end of the tenancy. Similarly, some of the amounts claimed related to cleaning dishes within the cabinets, suggesting this was a very thorough cleaning. As the Landlord manages the rental property for the owner, and is also the owner of the cleaning company, I am persuaded by the Tenants' argument that the Landlord was highly motivated to ensure the rental property was in such a "perfect condition" for her client. A tenant is required to leave the rental unit *reasonably clean pursuant* to section 37 and I therefore award the Landlord the nominal sum of **$200.00** for cleaning.

As the parties have enjoyed divided success I find they should each bear the cost of their filing fee.

Conclusion

The Landlord applied for dispute resolution within 15 days of receipt of the Tenants' forwarding address such that the Tenants claim for return of double the deposit paid is dismissed.

The Landlord is awarded monetary compensation in the amount of **$2,598.22** for the following:

Outstanding utilities	$1,052.91
Outstanding water utility	$322.00
Cleaning of area rugs	$736.31
Replacement of living room chair	$35.00
Cost to refinish coffee table and end tables	$252.00
Cleaning costs	$200.00
TOTAL AWARDED	**$2,598.22**

Pursuant to sections 38 and 72 of the *Act,* I authorize the Landlord to retain $2,598.22 of the Tenants $3,600.00 security and pet damage deposit. The Tenants are entitled to return of the **$1,001.78** balance. In furtherance of this, I grant the Tenants a Monetary Order in the amount of **$1,001.78.** This Order must be served on the Landlord and may be filed and enforced in the B.C. Provincial Court (Small Claims Division).

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: December 21, 2018

Residential Tenancy Branch