Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Tenants: MNSD, FFT
Landlords: MNDCL-S, MNDL-S, MNRL-S, FFL

Introduction

This hearing dealt with cross applications for Dispute Resolution under the *Residential Tenancy Act* ("Act") by the Parties. In their application, the Tenants seek the return of double the $600.00 security deposit, and recovery of the $100.00 Application filing fee from the Landlords.

The Landlords applied for compensation for damage caused by the Tenants, their pets or guests to the unit, site or property in the amount of $1,760.71. The Landlords are still holding pet or security deposit. The Landlords also applied for a monetary order of $600.00 for unpaid rent, and recovery of the $100.00 Application filing fee.

Both Parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other Party and to make submissions to me.

Neither Party raised any concerns regarding the service of the Applications for Dispute Resolution or the documentary evidence. Both Parties said they had received the Application and/or the documentary evidence from the other Party and had reviewed it prior to the hearing.

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

Preliminary and Procedural Matters

The Parties provided their email addresses at the outset of the hearing and confirmed

their understanding that the decision would be emailed to both Parties and any orders sent to the appropriate Party.

Issue(s) to be Decided

- Are the Landlords entitled to a monetary order, and if so, in what amount?
- Are the Tenants entitled to a monetary order, and if so, in what amount?
- Is either Party entitled to recovery of the $100.00 Application filing fee?

Background and Evidence

The Parties agreed that the fixed term tenancy began on October 15, 2017, and was to run to October 15, 2018, with a monthly rent of $1,200.00 due on the first day of each month. The Parties agreed that the Tenants paid a security deposit of $600.00 and no pet damage deposit.

The Parties agreed that the tenancy ended following the Tenant, T.H., texting the Landlords on July 29, 2018, that the Tenants would be moving out on August 31, 2018. The text stated:

> Hey [Landlords].
> [J.I.] and I have found a new place to move into with a friend of ours. So we've decided not to renew the lease this upcoming September. Although our moving date would be Sept 1st so we were hoping you guys would be ok with us paying half a months' rent in August.

The Parties agreed that there was no condition inspection done of the rental unit at the start of the tenancy; however, the Landlords submitted a condition inspection report ("CIR") completed at the end of the tenancy, based on a "final walk-through" with the Tenants, although the Tenants did not sign the CIR.

LANDLORDS' CLAIM

In the hearing, the Landlords said that after they received the July 29, 2018 text from the Tenants about ending the tenancy, the Landlords advised the Tenants that they were in a fixed term lease. Further, the Landlords said the Tenants only paid half a month's rent and half a month's utilities in August 2018. The Landlords also said the Tenants owed them $293.95 for outstanding utilities, as of July 31, 2018.

The Landlords submitted a Monetary Work Sheet setting out their claim; however, not all of their notes in the table were legible. The Landlords also submitted a copy of a letter they sent to the Tenants dated September 10, 2018 (the "Letter"), which clarifies some of the charges set out in the Monetary Order Worksheet and explains why the Landlords did not return any of the security deposit to the Tenants. I have included the information received from the Landlords in the Monetary Order Worksheet, and the list of claims from the Letter below that, as there are some discrepancies between the two lists. More detailed evidence and analyses follow the Monetary Order Worksheet and the Letter list.

	Receipt/Estimate From	For	Amount
#1	Putting suite back to original condition…	2 hours cleaning at $25.00 per…	$50.00
#2	[national hardware chain]	Sink plug $15, Door Handle… [hardware]	$185.00
#3	Outstanding utilities	Calculated utilities used to…	$293.95
#4	Utilities – Last Month	Tenant did not pay utilities…	$100.00
#5	Rent – only received half a month rent	August	$600.00
#6	Yard maintenance	Cut grass 8 times @ $25 per…	$200.00
#7	Utilities – only received ½ the utilities	August	$50.00
#8	Dulux	Paint	$50.00
#9	Ferguson	Fix lawn mower	$124.83
#10	[national hardware chain]	Filing fee, Bi-Fold Hardware…	$106.93
		Total monetary order claim	$1,760.71

From the Letter:

Two hours cleaning and fixing things per the CIR..... $50.00
Replaced two missing sink plugs..... 15.00

Replaced door handle containing broken key	15.00
Replaced blinds from one bedroom, which did not close	10.00
Replaced mail box which was destroyed	20.00
Replaced broken shovel	25.00
Painted walls for two hours	50.00
Total cost to clean, fix and replace things	$185.00

The Letter contains other cost explanations that are noted in the categories to follow.

#1 CLEANING

The Landlords said that although they did not complete a condition inspection of the rental unit with the Tenants, the Tenants were the first ones to rent the newly renovated basement suite from the Landlords. They said they installed all new appliances, which, therefore, would have been clean at the start of the tenancy. The Tenants did not dispute that the rental unit was clean when they moved in.

The Landlords said that the Tenants did not leave the rental unit in a reasonably clean condition when they vacated the suite, and the Landlords, therefore, had to clean it themselves for the next tenants. The Landlords submitted four photographs that showed debris on the floor in different areas of the rental unit. They also submitted a CIR that noted the following uncleanliness left in the rental unit:

- Did not clean behind the fridge and stove;
- Did not clean behind the washer and dryer or on shelves;
- Marks on the wall under the stairs;
- Marks on the wall behind where the couch was;
- Marks in the hallway under the stairs;
- Marks on the wall by the window and bed;
- Bathroom mirror not cleaned; and
- Stains on the curtains.

In the hearing, the Landlords also said there were cob webs in the laundry room and it looked like the Tenants had never swept or vacuumed.

In the hearing, the Tenants said:

> We felt that we cleaned as much as we could. I don't understand that comment

> about not cleaning, because I often did. We tried to vacuum out the laundry room. We did whatever they wanted in front of them in the final walk through.

The Landlords said:

> When the Tenants moved out we scheduled an appointment to do the walk-through. They took an hour of our time doing last minute fixes. It wasn't ready to do the walk-through. There is a box where they can say they don't agree, but when we asked them to sign the move out [CIR] they threw their hands up and started swearing and left.

#2 HARDWARE

In the move-out CIR, the Landlords noted that the sink plugs were missing and there was a broken key in the master bedroom door lock. The Landlords submitted receipts for the replacement of sink plugs of $15.13, and the door handle of $15.82 for a total of $30.95; however, the Letter sets out more information about the costs and includes the following pieces of "hardware" that the Tenants did not dispute were broken in the course of the tenancy: blinds for $10.00, mail box for $20.00, and shovel for $25.00. The Landlords total claim for hardware is: $85.95.

The Tenants said in the hearing: **"**Some things were broken; I don't remember breaking my blinds. I never used the key in my bedroom door. Yes there were tack holes, but I did my due diligence and puttied the holes. Most people just paint over them."

#3, #4 & #7 OUTSTANDING UTILITIES and UTILITIES - LAST MONTH

The tenancy agreement says that electricity, heat, and internet service are not included in the rent. The Landlords submitted a list of the charges for each of these three services for the time that the Tenants lived in the rental unit. In the hearing, the Parties agreed that these charges were split between the upstairs tenants and the Tenants before me.

In the hearing, the Tenants said that it was not fair for them to pay half of the utilities for the residential property, because the upstairs tenants would leave the lights and the television on at night. The Tenants also said that the upstairs tenants had control of the heat and would leave the windows wide open in the middle of winter. They said this caused the heat to turn on to keep it from getting cold upstairs, but that it would get

unusually hot downstairs in their suite. The Landlords said they put a lock box on the thermostat so that it could not be turned up above a certain level. However, the Tenants said that someone upstairs got past the lock box and raised the heat up again, which made it "scorching hot in the basement and we couldn't do anything about it." They questioned why they should have to pay for this excess heat.

The Tenants also said that the upstairs tenants would have unusually high internet usage, because they were both gamers, whereas the downstairs Tenants would play games only occasionally.

The Landlords said that they increased the amount of utilities charged from $37.50 to $50.00 per person for unlimited usage of the services. In the hearing the Landlord said:

> People should be allowed to open windows and leave lights on if they want. It's not my responsibility as to how they live. They're renting the suite; they can live there however they want, as long as they don't damage the unit. Where can you get internet alone for $37.50 – where can you get those utilities for that price?

The Landlords said in the hearing that the Tenants "didn't start paying the first utilities until November 15, 2017." It is not clear why the Landlords did not collect this from the Tenants at the time, but the Tenants did not dispute this claim.

In the Letter, the Landlords said that the Tenants still owe the Landlords the utilities for the first month of the tenancy in October/November 2017, and the Landlords billed the Tenants $50.00 each for this month. The Landlord also said the outstanding utilities as of August 1, 2018, is $293.95.

#5 RENT FOR AUGUST

The Landlord said they only received half a month's rent for August 2018, although, the Tenants were required to pay them for the entire last month's rent, as they gave notice and lived there until the end of August 2018.

#6 YARD MAINTENANCE

The Landlords pointed to Addendum #1 regarding the Parties' agreement about the Tenants doing yard maintenance. The Landlords submitted this Addendum dated October 1, 2017, which was signed by the Tenants. This Addendum requires the

Tenants to water and mow the lawn of the residential property. It also states that “the rate charged for mowing the lawn is $25.00.” The Landlord said they had to mow the lawn eight times for the Tenants, so they claim the Tenants owe them $200.00, based on the agreement in the Addendum.

In the hearing, the Tenants said:

> The guy who originally lived upstairs signed [an Addendum] too, so when he moved out and the others moved in, they didn’t help us at all. They asked me if they could use [the yard], and I said if they helped take care of it. Yes the lawn mower broke. We didn’t take the best care of [the yard] at first, but in the last month I did water it to bring it back to green so they could rent it. With the lawn mower broken, we were not left with any equipment to do the yard. We were not told that we needed to buy our own equipment.

The Landlords’ response in the hearing was:

> Whenever [Tenant T.H.] was asked to do the lawn he would say ‘Go do it’. He never once said he wanted to participate.
>
> The Addendum said that snow was the responsibility of tenants. The upstairs people would work together. Yard maintenance was the responsibility of the ground suite. Each Tenant had a designated parking spot and the upstairs tenants would do the sidewalk and their parking stall. Should they be away, it was still their responsibility to get someone to do it. Someone needs to do the yard work and the snow removal.
>
> As the Tenant said, if there were any issues, we were available and responded - that day, same hour - we were there. We were weeding, doing flower beds, mowing, but the Addendum said it was the Tenants’ responsibility. That was the agreement.

#8 PAINT

In the hearing, the Landlords said that prior to this tenancy starting they had last painted the rental unit two weeks before the Tenants moved in. They said that Tenant T.H. had pinned up a sheet to keep the light from coming in and that he had put 40 – 50 holes in the wall. They said it was patched with putty, so they had to repaint the whole wall.

The Landlord said: “When we bought the place the lady left us paint, because getting a colour match would be difficult. The Tenants had a brown leather couch that left a mark on the wall and it had to be repainted.”

The Tenant, T.H., said “Yes, there were tack holes in the wall, but I did my due diligence and puttied the holes; most people just paint over them.

The Landlords claimed $50.00 as the cost of a standard amount of paint and two hours of painting time at $25.00 per hour for a total of $100.00. However, the cost of paint is inconsistent with the Landlords’ statement that the previous owner had left them paint that matched the walls.

#9 FIX LAWN MOWER

The Parties agreed that the lawn mower broke during the tenancy. The Tenants said that they were not left with any equipment to do any yard work and that they were not told that they would have to buy their own equipment to take care of the yard. It is not clear how the Landlords did the mowing for the Tenants, if the mower was broken.

The Tenants also said in the hearing that the Landlords did not give them a bill of any kind until the end of the tenancy. “When we were talking and trying to come up with an agreement to end the tenancy, we offered to pay half of what they were asking for, but they refused. The disrespect came from both sides.”

The Landlords submitted a repair bill for the lawn mower from a local equipment company. The bill included the following items:

7.99	- Replacing an air filter
4.99	- Spark plug
10.99	- Needle/seat/bowl, gasket/nut
7.50	- Fluid disposal fee
4.99	- 591 millilitres of oil
80.00	- Labour
116.46	
8.37	- Taxes
124.83	- Total

#10 FILING FEE AND BI-FOLD HARDWARE

In the Letter, the Landlords said [Tenant J.I.'s] bedroom bi-fold door did not close properly because the door was ripped off the track and needed to be fixed. The Landlords claimed $106.93 for this category and the filing fee is $100.00, so I infer that the bi-fold door cost $6.93 to repair. However, the receipt for the bi-fold door was $6.97. The Tenants did not comment on the bi-fold door; however, they applied for recovery of the filing fee, which I address that later in the decision.

TENANTS' CLAIM

The Tenants have applied for a monetary order for double the return of their $600.00 security deposit from the Landlords.

In the hearing, the Landlords said:

> On September 10 we gave them a summary of what we felt was fair for what it cost us to put the suite back to its original place to when they moved in. They didn`t argue or respond, so we thought it fair to keep the security deposit of $600, because we thought they owed us $1300.

The Tenants submitted a handwritten letter dated August 3, 2018 that they said they sent to the Landlords, in which they set out their forwarding address in order for the Landlords to return the security deposit at the end of the tenancy. The Landlords did not dispute having received this letter.

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on the balance of probabilities, I find the following.

#1 CLEANING

Section 32 of the Act states:

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

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

Section 37(2)(a) of the Act requires tenants to leave rental units "reasonably clean, and undamaged except for reasonable wear and tear".

Based on a preponderance of evidence before me, including the undisputed evidence that the Tenants were the first to use the rental unit, and on a balance of probabilities, I find it more likely than not that the rental unit was in good condition at the start of the tenancy.

Based on the Landlords' list of cleaning required for the rental unit, as noted above, and the Tenants' statement in the hearing that they "did whatever [the Landlords] wanted in front of them in the final walk through", I find it more likely than not that the Tenants did not do sufficient cleaning of the rental unit on their own ahead of time.

The standard of cleanliness in the Act is "reasonably clean" not spotless; however, I find that the Landlords' claim of two hours of cleaning at the rate of $25.00 per hour is reasonable in the circumstances of my findings. I therefore award the Landlords recovery of **$50.00** for cleaning. However, I note that the $50.00 cleaning is included in the Letter list, which totals $185.00, so the $50.00 cleaning is included twice in the Monetary Work Sheet – in the first and second categories. I have avoided duplicating the cleaning cost in my awards.

#2 HARDWARE

The Landlords submitted receipts for the first two items claimed in the Letter, the sink plugs and the bedroom door handle. The Tenants said that "some things were broken", but did not remember breaking the blinds or the door handle, but they did not deny that this could have happened – they just did not remember. As a result, and on a balance of probabilities, I accept the Landlords' hardware claims in the amount of **$85.95**, which amount I award the Landlords.

#3, #4 & #7 UTILITIES

Landlord's notice: non-payment of rent

46 (6) If

(a) a tenancy agreement requires the tenant to pay utility charges to the landlord, and

> (b) the utility charges are unpaid more than 30 days after the tenant is given a written demand for payment of them,
>
> the landlord may treat the unpaid utility charges as unpaid rent and may give notice under this section.

The Landlords submitted the Letter, which includes a demand for utilities owing by the Tenants. Accordingly, I find that the Landlords have complied with section 46 (6) of the Act and I find that the utilities owing can be claimed as unpaid rent.

The Landlords said that the Tenants still owe them the utilities for the first month of the tenancy in October/November 2017; however, the Landlords billed the Tenants $50.00 each for this month, whereas, the evidence before me is that the utilities were initially billed at $37.50 per person. Therefore, I find that the Tenants owe the Landlords $75.00, rather than $100.00 for this claim. I award the Landlords **$75.00** for utilities owing from October/November 2017.

The Landlord also said that as of August 1, 2018, the outstanding utilities were $293.95, which on the face of the description should include the unpaid utilities from October/November 2017. Given the Landlords' double billing of the cleaning by combining it in the first two points in the Monetary Order Worksheet, I find it more likely than not that the amount of utilities owing for October/November 2017 is included in the outstanding utilities owing, as of August 1, 2018. Therefore, I deduct $75.00 from the $293.00 claimed, and I find that outstanding utilities, including the first month equals **$218.00**, which I award to the Landlords.

The Landlords said the Tenants only paid half of the utilities for August 2018, which the Tenants did not deny; therefore, I award the Landlords the remaining utilities owing in the amount of **$50.00**.

#5 RENT FOR AUGUST

Section 45 of the Act sets out a tenant's obligations regarding giving notice to end a tenancy. Section 45(2) of the Act deals with ending a fixed term tenancy, as follows:

> **45** (2) A tenant may end a fixed term tenancy by giving the landlord notice to end the tenancy effective on a date that
>
> > (a) is not earlier than one month after the date the landlord receives the notice,

(b) is not earlier than the date specified in the tenancy agreement as the end of the tenancy, and

(c) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

. . .

(4) A notice to end a tenancy given under this section must comply with section 52 *[form and content of notice to end tenancy]*.

[emphasis added]

Section 52 states that a valid notice must:

- be signed and dated by the Party giving the notice,
- give the address of the rental unit,
- state the effective date of the Notice,
- state the ground(s) for ending the tenancy, and
- be in the approved form.

The Tenants' notice did not contain most of the requirements of section 52. The Approved form is an RTB form for the respective type of notice given, and a text message is not in the approved form. The Tenants did not give the Landlords a valid notice to end the tenancy. Given that the tenancy was a fixed term, by giving notice of the end of the tenancy on July 29, 2018, the effective date should have been October 15, 2018, and not August 31, 2018. However, the Landlords accepted that the tenancy ended on August 31, 2018, as they were able to re-rent it in September 2018. I find that the Tenants were responsible for paying rent for the entire month of August 2018, and they did not deny that they only paid half the rent that month. Accordingly, I award the Landlords **$600.00** in unpaid rent owing.

#6 YARD MAINTENANCE

Given the clear delineation of duties in the signed Addendum, and the Landlords' undisputed evidence in this matter, I award the Landlords **$200.00** for their work covering for the Tenants in terms of mowing the lawn.

#8 PAINT

Policy Guideline #40 ("PG #40") is a general guide for determining the useful life of building elements for determining damages. The useful life is the expected lifetime, or

the acceptable period of use of an item under normal circumstances. If an 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 of the replacement.

In PG #40, the useful life of interior paint is four years. The evidence before me is that the paint was new in October 2017, so it was approximately 23 months old at the end of the tenancy and had 25 months or 52% of its useful life left. The preponderance of evidence before me is that the interior paint was in good condition at the start of the tenancy, but the undisputed testimony in the hearing was that there were holes in walls that had been puttied over, but not painted. I find that the rental unit would need to be painted in this situation and that the Tenants were responsible for 52% of the cost of the paint and the painting work – the useful life the Landlords should have been able to expect from the 2017 paint job. Accordingly, I award the Landlords **$52.00** for the cost of paint and their work painting the rental unit.

#9 FIX LAWN MOWER

Landlord and tenant obligations to repair and maintain

32 (1) A landlord must provide and maintain residential property in a state of decoration and repair that

(a) complies with the health, safety and housing standards required by law, and

(b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

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

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

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

(5) A landlord's obligations under subsection (1) (a) apply whether or not a tenant knew of a breach by the landlord of that subsection at the time of entering into the tenancy agreement.

There is no evidence before me that the Tenants broke the lawnmower. A tenant is responsible for repairing anything that he or she damaged through actions or neglect, but a tenant is not responsible for reasonable wear and tear. Further, without any evidence before me of the age or condition of the lawn mower at the start of the tenancy, I am not satisfied that the Tenants were responsible for the condition of the equipment at the end of the tenancy, especially since the evidence is that the Landlords mowed more often that did the Tenants.

In addition, the entries on the repair bill indicate routine maintenance items of a lawn mower. Therefore, based on the Act and all the evidence before me in this matter, I find that the costs associated with the Landlords' lawn mower fall under the Landlords' area of responsibility. Accordingly, I dismiss this claim without leave to reapply.

#10 FILING FEE AND BI-FOLD HARDWARE

The Tenants admitted to "breaking some things" and did not deny that the bi-fold door was one of these things. Given this and that the Landlord provided a receipt for the repair of this item in the amount of $6.97, I accept the Landlords' evidence in this regard and award them **$6.97** for the bi-fold door. I will address their filing fee claim at the end of the decision.

TENANTS' CLAIM

The Tenants seek the return of double the $600.00 security deposit, and recovery of the $100.00 Application filing fee from the Landlords.

The Parties agreed that the Tenants paid the Landlords a security deposit of $600.00 at the start of the tenancy. The Parties agreed that the Landlords did not conduct a move-in condition inspection with the Tenants nor provide the Tenants with a copy of a CIR.

According to section 23(1) of the Act, "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." Section 23 also requires landlords to complete a CIR in accordance with the regulations. Both parties must sign the CIR and the landlord must give the tenant a copy of that report.

Section 24 of the Act sets out the consequences for a tenant and landlord if the report requirements are not met:

Consequences for tenant and landlord if report requirements not met

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.

The evidence before me is that the Landlords did not offer the Tenants any opportunities for a condition inspection of the rental unit at the start of the tenancy. As such, I find that the Tenants did not extinguish their rights to the return of the security deposit. However, the Landlords did not comply with sections 23(3) nor did they provide the Tenants with a copy of the CIR. As such, I find that the Landlords have extinguished their right to claim against the security deposit for damage to the residential property.

Section 38 of the Act sets out a tenant's right to claim the security deposit back from the landlord. Section 38 of the Act states:

38 (1) Except as provided in subsection (3) or (4) (a), within 15 days after the later of

(a) the date the tenancy ends, and

(b) the date the landlord receives the tenant's forwarding address in writing,

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.

. . .

(6) If a landlord does not comply with subsection (1), the landlord

(a) may not make a claim against the security deposit or any pet damage deposit, and

(b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable.

[emphasis added]

The Tenants provided their forwarding address to the Landlords in a letter dated August 3, 2018, and the tenancy ended on August 31, 2019.

The Landlords were required to return the $600.00 security deposit within fifteen days after August 31, 2018, namely by September 15, 2018, or make an application for dispute resolution to claim against the security deposit, pursuant to Section 38(1). The Landlords evidence is that they did not return any of the security deposit nor apply to the RTB to claim against the deposit prior to September 15, 2018. Therefore, I find the Landlords failed to comply with their obligations under Section 38(1). Since the Landlords failed to comply with the requirements of Section 38(1), and pursuant to section 38(6)(b) of the Act, I find the Landlords must pay the Tenants double the amount of the security deposit. There is no interest payable on the security deposit. I award the Tenants with a monetary order of **$1,200.00**.

Summary

I have granted the Landlords the following awards:

$ 50.00	- cleaning
85.95	- hardware
343.00	- utilities
600.00	- unpaid rent for August
200.00	- yard maintenance
52.00	- repainting rental unit
6.97	- bi-fold door repair
$1,337.92	- TOTAL

I have granted the Tenants double the return of their security deposit in the amount of $1,200.00. Therefore, after set off, I award the Landlords with a monetary order of **$137.92**.

Since both Parties were successful in their respective applications, I decline to award recovery of the $100.00 Application filing fee to either Party.

Conclusion

The Landlords' claim for damages or compensation under the Act is successful in the amount of $1,337.92. The Tenants' claim for double the return of the $600.00 security deposit is successful in the amount of $1,200.00. After set off, I award the Landlords a monetary order of **$137.92.**

This order must be served on the Tenants by the Landlords and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

This decision is final and binding on the Parties, unless otherwise provided under the Act, and 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: July 5, 2019

Residential Tenancy Branch