



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Tenant: MNDCT, MNSD, FFT

Landlord: MNDCL-S, MNDL-S, MNRL-S, FFL

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties under the *Residential Tenancy Act* (the “*Act*”).

The Tenant’s Application for Dispute Resolution was made on July 16, 2019 (the “Tenant’s Application”). The Tenant applied for the following relief, pursuant to the *Act*:

- a monetary order for damage or compensation;
- an order granting the return of all or part of the security deposit; and
- an order granting recovery of the filing fee.

The Landlord’s Application for Dispute Resolution was made on September 18, 2019, (the “Landlord’s Application”). The Landlord applied for the following relief, pursuant to the *Act*:

- a monetary order for money owed or compensation for damage or loss;
- a monetary order for unpaid rent;
- an order to retain the security deposit; and
- an order granting recovery of the filing fee.

The Tenant and the Landlord attended the hearing at the appointed date and time and provided affirmed testimony.

The Tenant testified that she served her Application and documentary evidence package to the Landlord by registered mail, however, could not recall the date of the

mailing. The Landlord confirmed receipt. The Landlord testified that he served the Tenant with his Application and documentary evidence by registered mail on September 21, 2019. The Tenant confirmed receipt. Pursuant to section 88 and 89 of the *Act*, I find the above documents were sufficiently served for the purposes of the *Act*.

The parties were given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary Matters

On November 18, 2019 an unfinished version of this decision dated October 24, 2019 was accidentally distributed to the parties and is of no effect. This decision dated November 20, 2019 replaces the previous version and is legally binding on both parties.

Issue(s) to be Decided

1. Is the Landlord entitled to a monetary order for unpaid rent or utilities, pursuant to Section 67 of the *Act*?
2. Is the Landlord entitled to a monetary order for money owed or compensation for damage or loss, pursuant to Section 67 of the *Act*?
3. Is the Landlord entitled to an order granting recovery of the filing fee, pursuant to Section 72 of the *Act*?
4. Is the Landlord entitled to retain the Tenant's security deposit, pursuant to Section 38 of the *Act*?
5. Is the Tenant entitled to an order granting the return of the security deposit, pursuant to Section 38 of the *Act*?
6. Is the Tenant entitled to a monetary order for damage or compensation, pursuant to Section 67 of the *Act*?
7. Is the Tenant entitled to an order granting recovery of the filing fee, pursuant to Section 72 of the *Act*?

Background and Evidence

The parties testified and agreed that the tenancy began on May 15, 2017. Rent in the amount of \$1,200.00 was due to the Landlord on the first day of each month. The Tenant paid a security deposit in the amount of \$500.00, as well as a pet damage security deposit in the amount of \$500.00.

The Tenant's Claim

The Tenant is seeking a monetary compensation in the amount of \$3,129.44. The Tenant's monetary claims were set out on a Monetary Worksheet provided in the Application.

The parties agreed that the Landlord had previously served the Tenant with a One Month Notice to End Tenancy which the Tenant had applied to dispute, however, found a new residence prior to the hearing. The Tenant stated that prior to the effective date of Notice she left on a trip and returned to the rental unit on June 9, 2019 to find that the Landlord had entered the rental unit and packed up the contents of the fridge, placed the items in a cooler, and left the cooler in her vehicle that was left in the driveway. The Tenant is claiming \$148.44 which represents the cost of the food that had spoiled as a result of being removed from the fridge and left in a hot vehicle for days.

In response, the Landlord stated that he received notification from another occupant that the Tenant had vacated her rental unit on June 2, 2019 after she failed to pay rent to the Landlord for June 2019. The Landlord stated that he posted a notice of entry on the Tenant's door and entered the rental unit on June 8, 2019 to find that everything had been removed from the rental unit aside from some pictures on the wall and condiments in the fridge.

The Landlord stated that the Tenant had also left her vehicle in the driveway which was left unlocked. The Landlord stated that the effective date of the Notice had past and that the Tenant had not paid rent for June 2019; therefore, he was under the impression that the rental unit was abandoned by the Tenant and decided to pack the Tenant's remaining possessions and left them in her vehicle.

The Tenant is claiming \$336.00 in relation to damage to the window tinting in her vehicle as a result of the Landlord forcing her possession into the back of her vehicle. The Tenant submitted a copy of a quote to repair the tinting in support. In response, the

Landlord denied causing damage to the Tenant's vehicle while packing it with the Tenant's remaining items from the rental unit.

The Tenant is claiming \$325.00 for having to rent a room from June 9 to June 15, 2019. The Tenant stated that once she returned from her trip on June 9, 2019, she found that the Landlord had moved her possessions from the rental unit to her vehicle and had also changed the locks to the rental unit. The Tenant stated that she had secured a new tenancy and was meant to take possession on June 15, 2019. The Tenant stated that she had intended on occupying the rental unit until June 15, 2019 but was unable to do so as a result of the Landlord changing the locks. The Tenant was therefore required to rent a room temporarily for 6 days at a cost of \$325.00. The Tenant provided a receipt in support.

In response, the Landlord stated that the Tenant had abandoned the rental unit, therefore, he felt entitled to changing the locks to the rental unit. The Landlord stated that it did not appear as though the Tenant would be returning given the limited items remaining in the rental unit.

The Tenant is claiming for two days of lost wages in the amount of \$220.00 as a result of having to find the room rental as well as \$200.00 for gas and wear and tear on her vehicle in relation to having to move. In response, the Landlord doesn't feel as though he is responsible to support these costs as the Tenant moved out in compliance with the One Month Notice.

The Tenant is claiming for the return of her security and pet damage deposit. The parties agreed that the Landlord continues to hold both deposits for a combined amount of \$1,000.00. The Tenant stated that she provided the Landlord with her forwarding address in writing by serving it to the Landlord in person on July 17, 2019. The Tenant stated that there was no condition inspection report completed at start or at the end of the tenancy. The Tenant stated that she did not consent to the Landlord retaining any amount of the deposits and that the Landlord has not yet returned any amount to the Tenant. The Tenant submitted a copy of the letter containing her forwarding address in support.

In response, the Landlord confirmed that he received the Tenant forwarding address in writing on July 17, 2019. The Landlord stated that the Tenant indicated "Address I can be reached at" as well as "without prejudice" on the letter. As such, the Landlord stated that this is not a valid forwarding address.

If successful, the Tenant is also seeking the return of the filing fee paid to make the Application.

The Landlord's Claim

The Landlord is seeking a monetary compensation in the amount of \$8,392.65. The Landlord's monetary claims were set out on a Monetary Worksheet provided in the Application.

The Landlord stated that prior to the commencement of the tenancy, the rental unit had been renovated and was in good condition. The Landlord submitted photographic evidence of the rental unit prior to the tenancy, as well as receipts in support of the work completed.

The Landlord is seeking \$300.00 in relation to repairing damage caused to the lawn at the rental property from the Tenant's dog. The Tenant denied that her dog caused damage to the lawn and stated that she picked up after her dog regularly. The Landlord submitted photographic evidence showing discolouration to the lawn.

The Landlord is seeking \$1,200.00 in relation to damage caused the flooring in the rental unit from the Tenant's dog. The Landlord stated that he had replaced the floor throughout the rental unit prior to the tenancy and provided an estimate in support. The Landlord stated that at the end of the tenancy, he found that there were scratches on the floor. The Landlord stated that he has not yet repaired the floor however, this was an estimate of the cost to repair the floor based on the recent work that had been completed prior to the tenancy.

The Tenant stated that there was no condition inspection completed at the start or at the end of the tenancy. The Landlord stated that a move in inspection was completed and that the move out condition inspection was done without the Tenant as she had abandoned the rental unit. The Tenant stated that the flooring was not damaged beyond reasonable wear and tear.

The Landlord is claiming \$150.00 in relation to damaged caused to a cherry tree. The Tenant denied causing damage to the tree.

The Landlord stated that the walls in the rental unit were damaged above what he would consider to be reasonable wear and tear. The Landlord stated that he was required to repaint the walls using paint that he had left over. The Landlord is seeking \$300.00 for painting as well as \$200.00 for repairing screw holes in the wall. The Landlord provided photographic evidence of some screw holes in the wall. The Landlord stated that he did not suffer any monetary loss, however spent three days repairing and painting the walls in the rental unit. The Tenant stated that she hung a couple pictures on the wall and feels as though the walls were not damaged beyond reasonable wear and tear.

The Landlord is claiming \$75.00 to repair the door to the stove. The Landlord stated that he found the door broken off of the hinges at the end of the tenancy. The Tenant stated that the stove worked fine during the tenancy and was never damaged.

The Landlord stated that he was required to replace two hinges on a cupboard door at a cost of \$35.00. The Tenant denied breaking the hinges, but acknowledged that the hinges did not work throughout the tenancy and required a screw to be tightened.

The Landlord stated that the Tenant took a dresser that belonged to the Landlord at the end of the tenancy. The Landlord is seeking \$350.00 to replace the dresser. The Tenant stated that the Landlord gave her the dresser as a gift and had assumed that it was hers to take with her.

The Landlord is seeking \$775.00 in relation to cleaning costs associated with having to clean the stove, bathroom, bedrooms, living room, dining room, stairwell, entrance, kitchen, deck and blinds in the rental unit. The Landlord stated that it took him 31 hours to clean the rental unit.

The Tenant stated that she had intended to clean the rental unit once she returned from her trip, however, when she attended the rental unit, she found that her possessions had been removed and that the locks were changed. As such, the Tenant stated that she was unable to clean the rental unit.

The Landlord is seeking compensation for loss of rental income for the month of June 2019 in the amount of \$1,200.00. The Landlord stated that the effective date of the One Month Notice was June 2, 2019, however, the Tenant had disputed the Notice prior to abandoning the rental unit on June 2, 2019. The Landlord stated that he was unable to

secure a new Tenant until July 1, 2019 as he was unsure as to when the tenancy would end.

The Landlord is seeking \$507.65 in unpaid utility bills. The Landlords stated that the agreement at the start of the tenancy surrounding the payment of utilities was that the Tenant would be responsible for paying a \$40.00 per month for internet and \$120.00 for hydro. In addition, the Landlord stated that at the end of each year, the Tenant would also be responsible for paying her portion of the city utility bill. The Landlord provided the utility bill as well as the breakdown of the Tenant's portion of the costs in the amount of \$507.65. The Landlord also provided an addendum to tenancy agreement which outlines the requirement to pay the additional city utilities.

The Tenant acknowledged that she paid the Landlord \$40.00 for internet and \$120.00 for electricity each month. The Tenant stated that there was no agreement between the parties in which the Tenant would be required to pay any further amounts towards utilities. The Tenant referred to the tenancy agreement in support and stated that she never received the addendum which the Landlord referred to.

The Landlord is seeking monetary compensation in the amount of \$3,300.00 for loss of rental income as a result of an occupant who had been living in the basement suite below the rental unit leaving as a result of the Tenant causing a disturbance. The Landlord stated that one occupant moved out while their roommate remained in the basement suite. The Landlord decided to give the roommate a rent reduction of \$600.00 for August and September 2019 followed by a \$350.00 rent reduction from October 2019 to March 2020. In response, the Tenant stated that she never caused any disturbances and that there has not been any noise complaints against her throughout the entire tenancy.

If successful, the Landlord is seeking the return of the filing fee.

Analysis

Based on all of the above, the evidence and testimony, and on a balance of probabilities, I find:

Section 67 of the *Act* empowers me to order one party to pay compensation to the other if damage or loss results from a party not complying with the *Act*, regulations or a tenancy agreement.

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided for in sections 7 and 67 of the *Act*. An applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and
4. That the party making the application did what was reasonable to minimize the damage or loss.

In this case, the burden of proof is on the Applicant to prove the existence of the damage or loss, and that it stemmed directly from a violation of the *Act*, regulation, or tenancy agreement on the part of the Respondent. Once that has been established, the Applicant must then provide evidence that can verify the value of the loss or damage. Finally, it must be proven that the Applicant did what was reasonable to minimize the damage or losses that were incurred.

The Tenant's Claim

The Tenant is claiming \$325.00 for having to rent a room from June 9 to June 15, 2019. The Tenant stated that once she returned from her trip on June 9, 2019 she found that the Landlord had moved her possessions from the rental unit to her vehicle and had also changed the locks to the rental unit. The Tenant stated that she had secured a new tenancy and was meant to take possession on June 15, 2019. The Tenant stated that she had intended on occupying the rental unit until June 15, 2019 but was unable to do so as a result of the Landlord changing the locks. The Tenant was therefore required to rent a room temporarily for 6 days at a cost of \$325.00.

The Tenant is claiming \$148.44 which represents the cost of the food that had spoiled as a result of the Landlord removing the items from her fridge before packing them in a cooler and leaving them in the Tenant's vehicle.

In this case, Section 24 of the Residential Tenancy Regulations (the "Regulations") states that;

- (1) A landlord may consider that a tenant has abandoned personal property if

(a) the tenant leaves the personal property on residential property that he or she has vacated after the tenancy agreement has ended, or

(b) subject to subsection (2), the tenant leaves the personal property on residential property (i) that, for a continuous period of one month, the tenant has not ordinarily occupied and for which he or she has not paid rent, or

(ii) from which the tenant has removed substantially all of his or her personal property.

(2) The landlord is entitled to consider the circumstances described in paragraph (1) (b) as abandonment only if (a) the landlord receives an express oral or written notice of the tenant's intention not to return to the residential property, or (b) **the circumstances surrounding the giving up of the rental unit are such that the tenant could not reasonably be expected to return to the residential property.**

(3) If personal property is abandoned as described in subsections (1) and (2), the landlord may remove the personal property from the residential property, and on removal must deal with it in accordance with this Part.

(4) Subsection (3) does not apply if a landlord and tenant have made an express agreement to the contrary respecting the storage of personal property.

In this case, I find that the parties agreed that a Notice to End tenancy had been served to the Tenant. I find that while the Tenant disputed the Notice, she failed to pay rent for June 2019 as she found another accommodation. I find it is more likely than not that the Tenant had removed substantially all her possessions, less the few items that the Landlord placed in the Tenant's vehicle. As such, I find that the Tenant abandoned the rental unit on June 2, 2019 which was the effective date of the One Month Notice.

In light of the above, I find that the Tenant's claim in the amount of \$325.00 for having to rent a room from June 9 to June 15, 2019 is dismissed without leave to reapply as I find it reasonable for the Landlord to have believed that the Tenant abandoned the rental unit.

Section 25 of the Regulations states that;

(1) The landlord must (a) store the tenant's personal property in a safe place and manner for a period of not less than 60 days following the date of removal.

I find that the Landlord was compliant with Section 25 of the Regulations by packing the Tenant's remaining possessions and leaving them in the Tenant's vehicle which had been left on the rental property. As such, I dismiss the Tenant's claim for the \$148.44 without leave to reapply.

The Tenant is claiming \$336.00 in relation to damage to the window tinting in her vehicle as a result of the Landlord forcing her possession in to the back of her vehicle. In response, the Landlord denied causing damage to the Tenant's vehicle while packing it with the Tenant's remaining items from the rental unit. In this case, I find that the Tenant has provided insufficient evidence to demonstrate that the damage caused to the window tinting was a result of the Landlord's actions and dismiss the Tenant's claim for \$336.00 without leave to reapply.

The Tenant is claiming for two days of lost wages in the amount of \$220.00 as a result of having to find the room rental as well as \$200.00 for gas and wear and tear on her vehicle in relation to having to move.

Having found that the Tenant abandoned the rental unit, I find that the Tenant is not entitled to compensation associated with moving costs or for the time it took her to find another accommodation. As such, I dismiss this portion of the Tenant's claim without leave to reapply.

The Tenant is claiming for the return of her security and pet damage deposit. The parties agreed that the Landlord continues to hold both deposits in the amount of \$1,000.00. The Tenant stated that she provided the Landlord with her forwarding address in writing by serving it to the Landlord in person on July 17, 2019. The Tenant stated that she did not consent to the Landlord retaining any amount of the deposits and that the Landlord has not yet returned any amount to the Tenant.

Section 38(1) of the Act requires a Landlord to repay deposits or make an application to keep them by making a claim against them by filing an application for dispute resolution within 15 days after receiving a tenant's forwarding address in writing or the end of the tenancy, whichever is later. If a landlord fails to repay deposits or make a claim against them within 15 days, section 38(6) of the *Act* confirms the tenant is entitled to receive double the amount of the deposits.

The Landlord confirmed that he received the Tenant's forwarding address in writing on July 17, 2019. The Landlord stated that the Tenant indicated "Address I can be reached

at” as well as “without prejudice” on the letter. As such, the Landlord stated that this is not a valid forwarding address.

I find the Tenant abandoned the rental unit on June 2, 2019 and the Tenant provided the Landlord with her forwarding address in writing which was received by the Landlord on July 17, 2019, which was later than when the tenancy ended. Therefore, pursuant to section 38(1) of the *Act*, the Landlord had until August 1, 2019, to repay the deposits or make a claim against them. I find that the Landlord submitted his Application on September 18, 2019, which is outside the time limit permitted under the *Act*. Accordingly, I find the Tenant is entitled to the return of double the amount of the deposits paid to the Landlord ($\$1,000.00 \times 2 = \$2,000.00$)

Having been partially successful in her Application, I find the Tenant is entitled to the recovery of the \$100.00 filing fee paid to make the Application.

In summary, I find the Tenant has demonstrated an entitlement to a monetary award of \$2,100.00.

The Landlord's Claim

The Landlord is seeking \$300.00 in relation to repairing damage caused to the lawn at the rental property from the Tenant's dog. The Tenant denied that her dog caused damage to the lawn and stated that she picked up after her dog regularly.

I find that the Landlord has submitted insufficient evidence to demonstrate that the Tenant's dog was responsible for the damaged lawn or demonstrated the value of his loss. As such, I dismiss this portion of the Landlord's claim without leave to reapply.

The Landlord is seeking \$1,200.00 in relation to damage caused the flooring in the rental unit from the Tenant's dog. The Landlord stated that he replaced the floor throughout the rental unit prior to the tenancy and provided a receipt in support. The Landlord stated that at the end of the tenancy, he found that there were scratches on the floor. The Landlord stated that he has not yet repaired the floor.

While the Landlord has provided an estimate to replace the flooring in the rental unit, I find this estimate predates the tenancy. I find that the Landlord has provided insufficient evidence to demonstrate that the work was completed and that he has suffered a loss as a result. I find that in absence of a condition report having been completed between

the parties at the start of the tenancy, the Landlord has provided insufficient evidence to demonstrate that the condition of the floors were different at the end of the tenancy compared to start of the tenancy. As such, I dismiss this portion of the Landlord's claim without leave to reapply.

The Landlord is claiming \$150.00 in relation to damaged caused to a cherry tree. The Tenant denied causing damage to the tree. I find that the Landlord has provided insufficient evidence to support that the Tenant caused any damage to the cherry tree or the value of the loss. As such, I dismiss this claim without leave to reapply.

The Landlord stated that the walls in the rental unit were damaged above what he would consider to be reasonable wear and tear. The Landlord stated that the he was required to repaint the walls using paint that he had left over. The Landlord is seeking \$300.00 for painting as well as \$200.00 for repairing screw holes in the wall.

The Landlord is claiming \$75.00 to repair the door to the stove. The Landlord stated that he found the door broken off of the hinges at the end of the tenancy. The Tenant stated that the stove worked fine during the tenancy and was never damaged.

The Landlord stated that he was required to replace two hinges on a cupboard door as a cost of \$35.00. The Tenant denied breaking the hinges, but acknowledged that the hinges did not work throughout the tenancy and required a screw to be tightened.

The Landlord stated that the Tenant took a dresser that belonged to the Landlord at the end of the tenancy. The Landlord is seeking \$350.00 to replace the dresser. The Tenant stated that the Landlord gave her the dresser as a gift and had assumed that it was hers to take with her.

With respect to the Landlord's claims for \$300.00 for painting, \$200.00 for repairing the walls in the rental unit, \$75.00 to repair the stove door, \$35.00 for the replacement of cupboard hinges and \$350.00 for the replacement of a dresser, I find that the Landlord has provided insufficient evidence to support the value of the loss associated with these claims. As such, I dismiss these claims without leave to reapply.

The Landlord is seeking \$775.00 in relation to cleaning costs associated with having to clean the stove, bathroom, bedrooms, living room, dining room, stairwell, entrance, kitchen, deck and blinds in the rental unit. The Landlord stated that it took him 31 hours to clean the rental unit. The Tenant stated that she had intended to return to the rental

unit to clean the rental unit once she returned from her trip, however, when she attended the rental unit, she found that her possessions had been removed and that the locks were changed.

In this case I accept that the parties agreed that the rental unit required further cleaning. While the Tenant stated that it was her intent to return to clean the rental unit, I find that the tenancy ended once the Tenant abandoned the rental unit. The Landlord provided pictures of the rental unit which did not appear to be reasonably clean. However, I find that the Landlord has provided insufficient evidence to demonstrate that the scope of the cleaning required amounted to 31 hours.

The Residential Policy Guideline 16 states; "Nominal damages" are a minimal award. Nominal damages may be awarded where there has been no significant loss or no significant loss has been proven, but it has been proven that there has been an infraction of a legal right.

In this case, I find that the Landlord has proven that the Tenant breached the Act by not leaving the rental unit reasonably clean, however, has not proven the cleaning required amounted to \$775.00. As such, I find that the Landlord is awarded a nominal monetary award in the amount of \$200.00 for cleaning.

The Landlord is seeking compensation for loss of rental income for the month of June 2019 in the amount of \$1,200.00. The Landlord stated that the effective date of the One Month Notice was June 2, 2019, however, the Tenant had disputed the Notice prior to abandoning the rental unit on June 2, 2019. The Landlord stated that he was unable to secure a new Tenant until July 1, 2019 as he was unsure as to when the tenancy would end.

I find that the Tenant did not pay rent when due to the Landlord for the month of June 2019. I find that it is reasonable for the Landlord to be unsure as to when the tenancy would have ended given the Tenant had disputed the Notice to End Tenancy prior to abandoning the unit. In light of the above, I find that the Landlord has established an entitlement to a monetary award in the amount of \$1,200.00 for June 2019 rent.

The Landlord is seeking \$507.65 in unpaid city utility bills. The Landlord stated that the parties had agreed at the end of each year, the Tenant would be responsible for paying her portion of the city utility bill which happened to be \$507.65. The Landlord also provided an addendum to tenancy agreement which outlines the requirement to pay the

additional unitalities. The Tenant stated that she did not agree to the additional utility costs and did not receive a copy of the addendum.

In this case, I find that the tenancy agreement makes no mention of an addendum, nor does it include a condition that the Tenant is required to pay additional utilities aside from hydro and internet. I find that the addendum submitted by the Landlord in support of his claim is not signed by the parties; therefore, I find that the Landlord has provided insufficient evidence to demonstrate that the Tenant was required to pay additional utility costs and dismiss the Landlord's claim without leave to reapply.

The Landlord is seeking monetary compensation in the amount of \$3,300.00 for loss of rental income as a result of an occupant who had been living in the basement suite below the rental unit leaving as a result of the Tenant causing a disturbance. The Landlord stated that one occupant moved out while their roommate remained in the basement suite. The Landlord decided to give the roommate a rent reduction of \$600.00 for August and September 2019 followed by a \$350.00 rent reduction from October 2019 to March 2020. In response, the Tenant stated that she never caused any disturbances and that there has not been a noise complaint against her throughout the entire tenancy.

I find that the Landlord has not mitigated his losses by agreeing to reduce the rent for the remaining occupant as a result of their roommate vacating the rental unit. I also find that the rent reduction applies to months that post date the end of the Tenant's tenancy. As a result, I dismiss this portion of the Landlord's claim without leave to reapply.

Having been partially successful in his Application, I find the Landlord is entitled to the recovery of the \$100.00 filing fee paid to make the Application.

Pursuant to section 67 of the *Act*, I find that the Landlord has demonstrated an entitlement to a monetary award in the amount of \$1,500.00.

Set-off of Claims

The Tenant has demonstrated an entitlement to a monetary award of \$2,100.00. The Landlord has demonstrated an entitlement to a monetary award of \$1,500.00.

Setting of the parties' claims, and pursuant to section 67 of the *Act*, I grant the Tenant with a monetary order in the amount of \$600.00 (\$2,100.00 - \$1,500.00).

Conclusion

Pursuant to section 67 of the Act, the Tenant is granted a monetary order in the amount of \$600.00. The monetary order must be served to the Landlord and may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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 20, 2019

Residential Tenancy Branch