Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFL, MNDCL-S

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Landlord on September 08, 2019 (the "Application"). The Landlord sought compensation for monetary loss or other money owed, to keep the security and pet damage deposits and reimbursement for the filing fee.

The Landlord appeared at the hearing with the Witness who was outside the room until required. The Tenant appeared at the hearing. I explained the hearing process to the parties and answered their questions in this regard. The parties and Witness provided affirmed testimony.

The parties confirmed the correct rental unit address which is reflected on the front page of this decision.

Both parties submitted evidence prior to the hearing. I addressed service of the hearing package and evidence and no issues arose.

During the hearing it was determined that the Landlord had submitted photos that were not before me. The Tenant had these photos. Given this, I allowed the Landlord to re-submit the photos and the Landlord did so. I have considered the photos.

The parties were given an opportunity to present relevant evidence, make relevant submissions and ask relevant questions. I have considered the documentary evidence and all oral testimony of the parties and Witness. I will only refer to the evidence I find relevant in this decision.

Issues to be Decided

1. Is the Landlord entitled to compensation for monetary loss or other money owed?

2. Is the Landlord entitled to keep the security and pet damage deposits?

3. Is the Landlord entitled to reimbursement for the filing fee?

Background and Evidence

The Landlord sought the following compensation:

Item	Description	Amount
1	Seed, fertilizer, lawn soil	$102.93
2	Labour for above repairs	$60.00
3	Paint/trim repairs, lightbulb	$153.94
4	Labour for above repairs	$120.00
5	Labour to clean wall scuffs	$60.00
6	Hardwood floor repairs	$1,837.50
7	24 weeks – yard maintenance	$1,440.00
8	Filing fee	$100.00
	TOTAL	**$3,874.37**

A written tenancy agreement was submitted as evidence and the parties agreed it is accurate. The tenancy started November 15, 2018 and was for a fixed term ending May 15, 2019. The tenancy then became a month-to-month tenancy. Rent was $2,400.00 per month due on the first day of each month. The Tenant paid a $1,200.00 security deposit and $1,200.00 pet damage deposit.

The Landlord testified that the keys to the rental unit were returned August 15, 2019. The Tenant testified that she vacated the rental unit August 14, 2019 and gave the keys back August 15, 2019.

The parties agreed the Landlord received the Tenant's forwarding address by email on August 29, 2019.

The parties agreed the Landlord did not have an outstanding monetary order against the Tenant at the end of the tenancy.

The Landlord testified that the Tenant did not agree to the Landlord keeping some or all of the deposits at the end of the tenancy. The Tenant testified that she made an offer regarding this, but no agreement was reached.

The parties agreed on the following. They did a move-in inspection. The unit was empty at the time. A Condition Inspection Report (CIR) was completed and signed by both.

The Tenant did not recall when or how she received the move-in CIR. The Landlord testified that the move-in CIR was given to the Tenant in person the day of the inspection.

The Landlord testified as follows in relation to a move-out inspection. She did the inspection with the Tenant and her son August 15, 2019. The unit was empty at the time. The Tenant did not sign the move-out CIR. The CIR was not completed and the Tenant asked for a list of costs. It was agreed that the Tenant would be allowed further access to the unit to finish some cleaning and repairs and that they would reconvene to finish the move-out CIR. Carpet cleaners attended the rental unit on August 23, 2019 and she provided access to the unit. She sent the Tenant an email regarding the cost of repairs and suggesting that they meet to finish the CIR. The Tenant responded on August 29, 2019 disagreeing and providing her forwarding address. She asked the Tenant three times to finish the CIR. She gave the Tenant a Notice of Final Opportunity to Schedule a Condition Inspection in person September 02, 2019. She brought the CIR to finish but the Tenant would not finish or sign it. She signed the move-out CIR and provided the Tenant a copy with the evidence for this hearing.

The Tenant testified as follows in relation to a move-out inspection. She did an inspection with her son and the Landlord August 15, 2019. The unit was empty at the time. The Landlord did not have the move-in CIR with her. The Landlord pointed out concerns with the rental unit. She asked the Landlord to put the concerns in writing and said she would respond. She agreed to have the carpets cleaned. On September 02, 2019, the Landlord gave her the Notice of Final Opportunity to Schedule a Condition Inspection. It was her understanding that they had done the final walk through already. The Landlord said she was giving her the Notice of Final Opportunity to Schedule a Condition Inspection because the CIR was not signed. The Landlord started completing the move-out CIR at that point. She received the move-out CIR around September 15, 2019 by registered mail with the evidence package.

The Tenant denied that she refused to sign the move-out CIR. The Tenant said she was never presented the move-out CIR. The Tenant agreed that she had someone attend the rental unit August 23 or 24, 2019 to clean the carpet and deal with a closet repair.

A copy of the CIR and Notice of Final Opportunity to Schedule a Condition Inspection were submitted.

The Tenant submitted an email from the Landlord dated August 24, 2019 stating that the carpet cleaners and closet repair company attended the day before and completed their tasks. It states, "All that's left to complete this tenancy is to sign off on the Condition Inspection Report…and deal with the balance of the Deposits after repair costs."

Item 1 - Seed, fertilizer, lawn soil
Item 2 - Labour for above repairs

The Tenant agreed to the Landlord keeping $162.93 of the security and pet damage deposits for these issues.

Item 3 - Paint/trim repairs, lightbulb
Item 4 - Labour for above repairs

The Landlord sought compensation for a swollen baseboard, a burnt out lightbulb and several dings in the walls.

The Landlord referred to a receipt in evidence from a hardware store for the purchase of the new baseboard. She testified that the swollen baseboard was in the master bathroom. The Landlord said she accidentally noted damage to the baseboard under the dining room section of the move-out CIR.

The Landlord testified that an outside bulb was burnt out at the end of the tenancy. The Landlord referred to the receipt from the hardware store for the purchase of a new bulb.

The Landlord testified that there were several dings in the walls on move-out. She said someone spackled these but not properly, so the dings had to be filled, sanded and painted.

The Landlord testified that the request for compensation for labour is for her own time repairing the above issues.

The Landlord submitted the following. A receipt from a hardware store showing items purchased for $153.94. Photos of the baseboard. A photo which I understand to be dings in the wall. Two photos showing a spackling job done on two places on the walls.

In relation to the baseboard, the Tenant testified that she was confused about the baseboard issue and does not recall this being discussed at the move-out inspection.

In the written submissions, the Tenant denies there was water damage caused to the baseboard during the tenancy.

The Tenant testified that she is not sure whether there was a light bulb burnt out outside. The Tenant submitted that the outside lights are in a common area because the downstairs tenants walked by the area to get to their door.

The Tenant testified that there were holes in the walls upon move-in as shown in the CIR. The Tenant referred to a statement from her cleaners about this. The Tenant said she is aware of one mark on the wall attributable to her. The Tenant testified that the mark is small. The Tenant submitted that spackling was all that was required on move-out. She submitted that she is not responsible for painting the rental unit on move-out.

In reply, the Landlord testified that the burnt out light was outside the garage door and was controlled by the Tenant, not the downstairs tenants. The Landlord also testified that there were holes in the walls on move-in but more on move-out. The Landlord denied that the mark on the wall referred to by the Tenant is small.

Item 5 - Labour to clean wall scuffs

The Landlord testified that the Tenant brought cleaners in to clean the rental unit on move-out, but the cleaners did not wipe the scuffs on the walls. The Landlord testified that there were scuffs on a lot of the walls and specifically in the study and stairwell. The Landlord testified that she cleaned these and that this took a significant amount of time. The Landlord referred to section Z under “End of Tenancy” on the move-out CIR.

The Tenant testified that her cleaners did clean the walls and referred to their statement. The Tenant said the issue of scuffs on the walls was not pointed out during the move-out inspection. The Tenant pointed out there are no photos of scuffs on the

walls in the stairwell. The Tenant said she did not notice scuff marks on the walls after the cleaners cleaned.

Item 6 - Hardwood floor repairs

The Landlord testified as follows. The Tenant had a large dog that scratched the hardwood floor in the rental unit. The Tenant allowed the dog to jump from furniture which caused scratches and scuffs. There was a time when the downstairs tenants heard a sitter playing fetch with the dog upstairs. The worst damage is in the master bedroom where the Tenant let the dog jump off the bed without putting anything down over the hardwood floor in that area. She is not asking that all of the hardwood be sanded and finished, only that this be done in the bedroom where the damage is the worst. The one section of damage cannot be refinished, the whole room has to be refinished. The quote submitted is to refinish one room. The photos show heavy scratches in a concentrated section.

The Landlord submitted the following. An estimate for refinishing the floor in the main bedroom and walk in closet in the amount of $1,837.50. Photos of the floor.

The Tenant testified as follows. Damage to an area of the floor in the master bedroom was not discussed on move-out. She had rugs throughout the unit. Her dog did not run around or scratch. Her cleaners and another landlord said the damage is normal wear and tear. She is not aware of scratches to the bedroom floor caused by the dog.

The Tenant referred to a letter in evidence about the dog.

In the written submissions, the Tenant states that at least four of the eight photos of scratches on the floor are of the same scratches.

The Witness testified that she heard the Tenant's dog jump off the bed all of the time. The Witness testified about the Tenant's sitter playing fetch with the dog in the rental unit when the Tenant was away.

Item 7 - 24 weeks – yard maintenance

The Landlord sought compensation for yard maintenance she did during the tenancy. The Landlord acknowledged the whole yard was a shared space between the Tenant and downstairs tenants. The Landlord submitted that the rental unit address is a single family home. The Landlord testified that she discussed maintaining the yard with both

the Tenant and downstairs tenants. The Landlord testified that it was understood that the Tenant and downstairs tenants would take care of the yard. The Landlord testified that the downstairs tenants did help with yard maintenance, but the Tenant did not.

The Tenant submitted that the rental unit address is a multi-unit dwelling because there was an upper and lower suite. The Tenant denied that she understood she was responsible for yard maintenance. The Tenant pointed out that there is no mention in the tenancy agreement that she was responsible for yard maintenance. The Tenant testified that she did some watering and weeding but not as much as the downstairs tenants.

Analysis

Pursuant to rule 6.6 of the Rules of Procedure, it is the Landlord as applicant who has the onus to prove the claim.

When one party provides a version of events in one way, and the other party provides an equally probable version of events, without further evidence, the party with the burden of proof has not met the onus to prove their claim and the claim fails.

Security and pet damage deposits

Under sections 24 and 36 of the *Residential Tenancy Act* (the "*Act*"), landlords and tenants can extinguish their rights in relation to the security and pet damage deposits if they do not comply with the *Act* and *Residential Tenancy Regulation* (the "*Regulations*"). Further, section 38 of the *Act* sets out specific requirements for dealing with security and pet damage deposits at the end of a tenancy.

In relation to the move-in inspection, I accept that the Landlord gave the Tenant a copy of the move-in CIR in person the day of the inspection. The Tenant did not dispute this, she did not recall when or how she received the move-in CIR. Given this, and given the testimony of both parties about the move-in inspection, I find neither party extinguished their rights in relation to the security or pet damage deposits under section 24 of the *Act*.

In relation to the move-out inspection, I accept the Landlord's version of events. It is supported by the move-out CIR in evidence which is completed but not signed by the Tenant. The Landlord's version is also supported by the August 24, 2019 email in which the Landlord states that the parties need to "sign off on the Condition Inspection Report", not that the parties need to complete the move-out CIR. Further, I am satisfied

the Landlord was aware of the requirements around inspections given the parties did a move-in inspection and completed a move-in CIR. I find it unlikely that the Landlord would have completed a move-in CIR and then not brought that document to the move-out inspection.

Section 36(1) of the *Act* states:

> 36 (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 complied with section 35 (2) [2 opportunities for inspection], and
>
> (b) the tenant has not participated on either occasion.

I do not find that the Tenant failed to participate in the move-out inspection as I find the inspection was done August 15, 2019 and that the Tenant did participate as both parties acknowledged this. I am not satisfied the Tenant extinguished her rights in relation to the security or pet damage deposits under section 36 of the *Act*.

Section 36(2) of the *Act* states:

> (2) Unless the tenant has abandoned the rental unit, the right of the 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 35 (2) [2 opportunities for inspection],
>
> (b) having complied with section 35 (2), does not participate on either occasion, or
>
> (c) having made an inspection with the tenant, does not complete the condition inspection report and give the tenant a copy of it in accordance with the regulations.

I find the Landlord did participate in the move-out inspection as the inspection occurred August 15, 2019 and both parties agreed the Landlord was present. I am satisfied the Landlord did complete the move-out CIR as a completed copy is in evidence. I acknowledge that the full CIR was not completed until after August 15, 2019; however, I

find the Tenant was given an opportunity to be involved in this and do not find that this resulted in the Landlord extinguishing her rights in relation to the security or pet damage deposits. Further, I am satisfied the Landlord provided a copy of the move-out CIR to the Tenant by registered mail and accept that the Tenant received this September 15, 2019. I find this sufficient. I am not satisfied the Landlord extinguished her rights in relation to the security or pet damage deposits under section 36 of the *Act*.

The parties agreed the Tenant provided the keys to the rental unit August 15, 2019 and I find this was the end of the tenancy.

The parties agreed the Landlord received the Tenant's forwarding address in an email on August 29, 2019.

Pursuant to section 38(1) of the *Act*, the Landlord was required to repay the security and pet damage deposits or claim against them within 15 days of August 29, 2019, the date the Landlord received the Tenant's forwarding address. The Application was filed September 08, 2019, within the 15-day time limit. The Landlord complied with section 38(1) of the *Act*.

Compensation

Section 7 of the *Act* states:

> (1) If a…tenant does not comply with this Act…or their tenancy agreement, the non-complying…tenant must compensate the [landlord] for damage or loss that results.
>
> (2) A landlord…who claims compensation for damage or loss that results from the [tenant's] non-compliance…must do whatever is reasonable to minimize the damage or loss.

Policy Guideline 16 deals with compensation for damage or loss and states in part the following:

> It is up to the party who is claiming compensation to provide evidence to establish that compensation is due. In order to determine whether compensation is due, the arbitrator may determine whether:

- a party to the tenancy agreement has failed to comply with the Act, regulation or tenancy agreement;
- loss or damage has resulted from this non-compliance;
- the party who suffered the damage or loss can prove the amount of or value of the damage or loss; and
- the party who suffered the damage or loss has acted reasonably to minimize that damage or loss.

Section 37 of the *Act* addresses a tenant's obligations upon vacating a rental unit and states:

> (2) When a tenant vacates a rental unit, the tenant must
>
> > (a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear…

I note the following about the evidence submitted. I place no weight on the statements of N.M. or A.F. as they are typed statements not signed by the alleged authors. Neither N.M. nor A.F. attended the hearing to make submissions or confirm they are the authors of the statements. Given the statements are not signed, I do not find them to be reliable evidence.

In the written submissions, the Tenant takes issue with when the Landlord's photos were taken.

Both the Landlord and Tenant provided extensive written submissions. The majority of the submissions are irrelevant to the issues before me. I do not find that the relevant portions add much to what was said at the hearing. I have included the additional relevant points made in the written submissions in the Background and Evidence section above.

Item 1 - Seed, fertilizer, lawn soil
Item 2 - Labour for above repairs

The Tenant agreed to the Landlord keeping $162.93 of the security and pet damage deposits for these issues. The Landlord is awarded the amount sought.

Item 3 - Paint/trim repairs, lightbulb
Item 4 - Labour for above repairs

Swollen baseboard

The Tenant denied she caused damage to the baseboard. The evidence submitted by the Landlord to support her testimony that the Tenant did damage the baseboard includes the CIR and photos.

The CIR does not show damage to the baseboard in the master bathroom. I acknowledge that it shows damage to a baseboard in the dining room and that the Landlord stated this was noted in the wrong spot. However, the whole purpose of the move-out CIR is to accurately note the location of damage.

Further, I find the CIR of limited value in assessing whether the Tenant caused damage to the baseboard given the Landlord completed it and the Tenant did not agree with it.

In relation to the photos, the Landlord submitted two photos of the baseboard. There is no date or time stamp on the photos to show when they were taken. In the circumstances, I do not find the photos to be strong evidence that the Tenant damaged the baseboard.

Given the above, I do not find that the Landlord has provided compelling evidence that the Tenant damaged the baseboard in the master bathroom.

However, even accepting that the damage shown in the photos was caused by the Tenant, I find the damage to be within the bounds of reasonable wear and tear. The photos show what appears to be a very small section of the bottom of the baseboard lifting or swelling. In my view, this is the type of “damage” one should expect as time passes with people living in the rental unit.

In the circumstances, I decline to award the Landlord compensation for the baseboard.

Burnt out light bulb

Based on the CIR, I accept that an outside light bulb was burnt out at the end of the tenancy and working at the start of the tenancy. I accept this in part because, at the hearing, the Tenant did not dispute that the light bulb was burnt out, she said she was not sure if there was a light bulb burnt out.

The Tenant suggested that the light is in a common area. The Landlord denied that this is the case and stated that it was outside the garage door. It is my understanding from the materials that the garage was for the exclusive use of the Tenant. I find it unlikely that the light switch for a light outside the garage would be in a common area shared between the upper and lower unit or in an area controlled by the lower unit. I accept that the light was controlled by the Tenant and is the Tenant's responsibility to replace pursuant to Policy Guideline 1.

I accept based on the receipt submitted that the light bulb cost $7.04 and I award the Landlord this amount.

Dings in walls

The Tenant only acknowledged causing one hole in the wall. The evidence submitted by the Landlord to support her testimony that there were more holes in the walls includes the CIR and photos. The photos include one photo of holes in the wall and two photos of holes that have been spackled.

In relation to the CIR, I make the same comment as above. I do not find it to be strong evidence that the Tenant caused damage to the walls.

In relation to the photos, the one photo of holes in the wall is of poor quality and it is not clear what is shown in it. Further, the area in which it was taken is not clear from the photos and the CIR shows there were dings in the walls on move-in. As well, the photo is not date and time stamped to show when it was taken.

Based on the evidence, I accept that the Tenant caused damage in two areas that someone spackled at the end of the tenancy. I understood the Tenant to acknowledge that her cleaners spackled the holes. The Tenant's position is that this was all that was required.

I note three things from the photos. First, the spackled area is not small. Second, the wall is not white which means the spackling is clearly visible. Third, the spackling job is very poorly done as it is bumpy.

Policy Guideline 1 states:

Nail Holes:

1. Most tenants will put up pictures in their unit. The landlord may set rules as to how this can be done e.g. no adhesive hangers or only picture hook nails may be used. If the tenant follows the landlord's reasonable instructions for hanging and removing pictures/mirrors/wall hangings/ceiling hooks, it is not considered damage and he or she is not responsible for filling the holes or the cost of filling the holes.
2. The tenant must pay for repairing walls where there are an excessive number of nail holes, or large nails, or screws or tape have been used and left wall damage.
3. The tenant is responsible for all deliberate or negligent damage to the walls.

PAINTING

The landlord is responsible for painting the interior of the rental unit at reasonable intervals. The tenant cannot be required as a condition of tenancy to paint the premises. The tenant may only be required to paint or repair where the work is necessary because of damages for which the tenant is responsible.

Based on the photos, I accept that the holes or damage that was spackled was beyond reasonable wear and tear given the size of the spackling. I accept that the Tenant breached section 37 of the *Act* in relation to these two areas.

I find pursuant to Policy Guideline 1 that the Tenant was responsible for repairing this damage. I accept that the Tenant, or someone for the Tenant, spackled the holes or damage. However, the spackling job is very poor and cannot be considered repair of the holes or damage. It is unreasonable to expect that the Landlord should leave the spackling as is. I accept that the Landlord had to fix these two areas.

In relation to the amount, I accept that the Landlord spent $153.94 on the baseboard, light bulb and damage to the walls based on the hardware store receipt. However, the Landlord did not explain what each item on the receipt is for and it is not clear to me what each item is for. From the receipt, I can determine that the sanding sponge ($2.99) and spackle ($11.99) relate to the wall damage. I can also determine that the Landlord purchased paint; however, it appears that two cans of paint were purchased and the Landlord did not make it clear which was for what. The paint appears to total

$78.63. Taking into account the lack of clarity about what was purchased to address the two spots shown in the photos, and given the paint in the rental unit was not new at the end of the tenancy, I award the Landlord $20.00 for paint.

I also award the Landlord $50.00 for time spent repairing the two spots. Based on the photos, I accept that it is reasonable that it took two hours to fix the damage and find $25.00 per hour reasonable as I am satisfied the Landlord could have hired someone to fix the damage at this rate.

Item 5 - Labour to clean wall scuffs

The Tenant denied there were scuff marks on the walls at the end of the tenancy. The evidence submitted by the Landlord to support her testimony about this is the CIR. The Landlord did not submit photos of scuff marks on the walls.

For the same reasons noted above, I do not find the CIR to be strong evidence that the Tenant left scuff marks on the walls at the end of the tenancy.

The absence of photos causes me to question whether there were scuffs on the walls and the extent of the scuffs as the Landlord submitted photos in relation to the other issues raised.

I accept that the Tenant had cleaners attend the rental unit and do a move-out clean based on the invoices submitted.

In the circumstances, I am not satisfied the Tenant left scuff marks on the walls and am not satisfied the Landlord is entitled to compensation for this issue.

Item 6 - Hardwood floor repairs

The Tenant denied that her dog scratched the bedroom floor. The evidence submitted by the Landlord to support her testimony about damage to the bedroom floor is the CIR and photos. The Landlord also called the Witness to testify about noise from the Tenant's dog.

I make the same comments as above about the CIR.

The same concerns about the photos are also applicable here. The photos are not date and time stamped to show when they were taken.

In relation to the testimony of the Witness about hearing noise from the Tenant's dog during the tenancy, I do not find this to be strong evidence of damage as noise can occur without damage.

I also note that I find the amount of compensation sought excessive in relation to the degree of damage shown in the photos.

Given the above, I decline to award the Landlord the compensation sought.

Item 7 - 24 weeks – yard maintenance

Policy Guideline 1 states:

> PROPERTY MAINTENANCE
> …
> 3. Generally the tenant who lives in a single-family dwelling is responsible for routine yard maintenance, which includes cutting grass, and clearing snow. The tenant is responsible for a reasonable amount of weeding the flower beds if the tenancy agreement requires a tenant to maintain the flower beds.
>
> 4. Generally the tenant living in a townhouse or multi-family dwelling who has exclusive use of the yard is responsible for routine yard maintenance, which includes cutting grass, clearing snow.
>
> 5. The landlord is generally responsible for major projects, such as tree cutting, pruning and insect control.
>
> 6. The landlord is responsible for cutting grass, shovelling snow and weeding flower beds and gardens of multi-unit residential complexes and common areas of manufactured home parks.

There is no issue that the rental unit address has an upper and lower suite as the parties agreed on this. There is no issue that there were tenants in the lower suite during the tenancy as the parties agreed on this. Therefore, the rental unit address is not a single-family dwelling as that term is used in Policy Guideline 1 as more than one family lived in the rental unit at the relevant time.

I accept the testimony of the Landlord that the yard was a shared area between the upper and lower suites. There is no issue that the yard was not for the exclusive use of the Tenant as neither party took this position.

Based on the written tenancy agreement in evidence, I find the tenancy agreement is silent on who is responsible for yard maintenance.

I find, pursuant to Policy Guideline 1, that the Landlord was responsible for yard maintenance during the tenancy given this was not a single-family dwelling and the Tenant did not have exclusive use of the yard.

I do not find it necessary to determine or infer from the materials whether the Tenant understood that she was responsible for yard maintenance. If the Tenant was responsible for yard maintenance, this should have been set out in the tenancy agreement so both parties were clear on the obligations. In the absence of yard maintenance being addressed in the tenancy agreement, and considering Policy Guideline 1, I find the Tenant was not responsible for yard maintenance. Given this, the Landlord is not entitled to compensation for doing yard maintenance during or at the end of the tenancy.

Item 8 - Filing fee

Given the Landlord was partially successful, I award the Landlord reimbursement for the $100.00 filing fee pursuant to section 72(1) of the *Act*.

In summary, the Landlord is entitled to the following:

Item	Description	Amount
1	Seed, fertilizer, lawn soil	$102.93
2	Labour for above repairs	$60.00
3	Paint/trim repairs, lightbulb	$42.02
4	Labour for above repairs	$50.00
5	Labour to clean wall scuffs	-
6	Hardwood floor repairs	-
7	24 weeks – yard maintenance	-
8	Filing fee	$100.00
	TOTAL	**$354.95**

The Landlord can keep $354.95 of the security and pet damage deposits. The Landlord is to return the remaining $2,045.05. The Tenant is issued a monetary order for this amount.

Conclusion

The Landlord is entitled to keep $354.95 of the security and pet damage deposits. The Landlord is to return the remaining $2,045.05. The Tenant is issued a monetary order for this amount. If the Landlord does not return this amount, this Order must be served on the Landlord. If the Landlord does not comply with the Order, it may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

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

Dated: February 03, 2020

Residential Tenancy Branch