



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1 OAK PROPERTIES LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDL-S FFL

Introduction

This hearing was convened as a result of the landlord's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (the Act). The landlord applied for a monetary order in the amount of \$5,697.08 for damaged to the unit, site or property, for authorization to retain the tenants' security deposit towards any amount owing, and to recover the cost of the filing fee.

The tenant TB (tenant) and two agents for the landlord company WS and JS (agents) attended the teleconference hearing and gave affirmed testimony. The parties were advised of the hearing process and were given the opportunity to ask questions about the hearing process during the hearing. A summary of the testimony and evidence is provided below and includes only that which is relevant to the hearing. Words utilizing the singular shall also include the plural and vice versa where the context requires.

The hearing commenced on January 28, 2020, and after 58 minutes, the hearing was adjourned to allow additional time for the parties to provide testimony and present their documentary evidence. On April 2, 2020, this matter was reconvened and after an additional 145 minutes, the hearing concluded.

The parties confirmed service of all relevant documentary evidence and confirmed that they had the opportunity to review documentary evidence prior to the hearing. I find the parties were sufficiently served under the Act as a result.

Preliminary and Procedural Matter

At the outset of the hearing the parties confirmed their email addresses. The parties confirmed their understanding that the decision would be emailed to both parties and

that any applicable orders would be emailed to the appropriate party for service on the other party.

Issues to be Decided

- Is the landlord entitled to a monetary order under the Act, and if so, in what amount?
- What should happen to the tenants' security deposit under the Act?
- Is the landlord entitled to the recovery of the cost of the filing fee under the Act?

Background and Evidence

A copy of the tenancy agreement was submitted in evidence. A fixed-term tenancy began on November 1, 2009 and reverted to a month to month tenancy since October 31, 2010. A security deposit of \$750.00 was paid by the tenants at the start of the tenancy, which the landlord continues to hold. The security deposit has accrued \$0.00 in interest since the start of the tenancy.

The landlord's monetary claim of \$5,697.08 is comprised as follows:

ITEM DESCRIPTION	AMOUNT CLAIMED
1. Electric repairs (ensuite light)	\$59.00
2 & 3. Fridge/fridge estimate	\$422.00
4. Lino repair	\$511.00
5. Repair and touch-up paint	\$2,000.00
6. Carpet cleaning	\$367.50
7. Cleaning	\$1,260.00
8, 9 & 10. - Materials to complete repair (8: \$192.67, 9: \$31.77 and 10: \$41.39)	\$265.83
11. Missing screens	\$175.00
12. Air vent dent repair	\$65.90
13 & 14. Keying door knobs (\$91.84) & drip fans for stove (\$70.01)	\$161.85
15. Light bulbs	\$85.00
16. Curtain rod replacements	\$51.46
17 & 18. Towel bar and materials, plus towel rod, toilet paper holder and materials (17: \$42.54, 18: \$230.00)	\$272.54
TOTAL	\$5,697.08

Regarding item 1, the landlord has claimed \$59.00 for the cost to repair an ensuite light that the agent claims was damaged by the tenants. The agent referred to the incoming and outgoing Condition Inspection Report (CIR) in support of this portion of their claim. The agents testified that the actual cost to repair the light was \$118.13; however, the landlord is accounting for depreciation as the light was 1.5 years old by the start of the tenancy. In addition, the agents stated that the fixture was bought by the landlord themselves and only ½ of the invoice amount for labour is being charged. The tenant stated that they do not agree with anything listed on the Monetary Order Worksheet being claimed by the landlord, with the exception of item 6, which will be addressed below.

The incoming CIR is dated October 3, 2019 and the outgoing CIR is dated February 28, 2019. The agents stated that the ensuite light is not mentioned in the outgoing CIR as the damage was not discovered until after the outgoing CIR was completed. Several colour photos were referred to in evidence; however, none of the photos showed broken glass on the light. In response to this portion of the landlord's claim, the tenant stated that the invoice was not clear as to what bathroom the light was in and that the photo presented was of the upstairs bathroom and not the ensuite.

Regarding items 2 and 3, both items relate to the cost of a fridge in the amount of \$422.00. The agents testified that the fridge was 1.5 years old at the start of the tenancy. The outgoing CIR indicates the fridge was dirty at the end of the tenancy, but not damaged as claimed. The agents testified that while the invoice was in the amount of \$964.82, the landlord has only claimed \$422.00, which is for the missing drawers, being a missing crisper drawer and missing dairy drawer as described by the agents. Several colour photos were submitted in evidence, which support that there were missing drawers in the fridge.

The tenant's response to this item was that the pictures seem to show a clean fridge and not a dirty fridge. The agents responded by stating that by that point, the fridge has already been cleaned by the landlord.

Regarding item 4, the landlord has claimed \$511.00 for damaged linoleum (lino) flooring. The agents referred to the outgoing CIR which indicated that the lino flooring in the kitchen was damaged at the end of the tenancy. The agents also referred to a photo which showed a torn piece of lino in the middle of the kitchen and a second area that was also damaged. The agents also presented an invoice for \$511.00, which was comprised of \$175.00 for material plus \$300.00 for labour to install the lino, plus tax. The agents testified that in an effort to keep the price as low as possible, the landlord

decided to only install a rectangular piece of lino which did not patch but saved the cost of replacing the entire lino flooring to something that matched the original flooring.

The tenant's response was that the lino was definitely damaged but alleged that perhaps the damage was caused by a flood coming from above as lino flooring does not normally do that. The tenant confirmed that they did not communicate in writing with the landlord to advise of the lino damage when it began to bubble up from the floor. The tenant claims that the lino was very cheap and was never maintained such as waxing the lino flooring. The agents responded by stating that the lino was very good quality and was sealed so did not require waxing. The tenant stated that they sat in an office chair in the area that was damaged.

Regarding item 5, the landlord has claimed \$2,000.00 for the cost to repair the damaged walls and to repaint after the repairs were repaired and patched. The agent stated that although they paid \$2,835.00, they have deducted \$835.00 from the amount to account for normal wear and tear and depreciation. The landlord stated that the normal cost to repair was about \$700.00 and did not require the amount of patching and repair to the walls that the tenant caused. The landlord submitted an invoice in the amount of \$2,835.00 and clarified that they are only claiming for \$2,000.00 as noted above. The agents also referred to a letter from the painting company, which states in part:

“...We were called to the residence to do drywall patching and painting after the tenants moved out. Upon arrival we were taken back by the amount of damage the tenant had attempted to patch on his own. Unfortunately, he used some sort of Polyfill product that is completely unacceptable for drywall repair and painting. We spent over a day washing all of the “patching” off of the walls before we could even start the proper repairs. This job took a long time based on the sheer volume and extent of the damage...”

[Reproduced as written]

The agents referred to many colour photos in support of this portion of their claim. Many of the photos showed a large amount of patching and damage, chips of baseboards, staining on walls dripping onto the flooring, trim damage and many pictures where the patching appears to have been applied excessively. The agent testified that although there were many photos, only the worst damage was submitted and that photos of where there were reasonable wear and tear were not submitted. In addition, there were areas that appears to show child scribbling on walls in ink and various holes in the walls where

toilet paper holders, curtain rods, and towel racks used to be. On some walls, almost the entire wall showed damaged.

The tenant's response to this item was that they lived there for 10 years and that the rental unit had never been repainted or touched up. The tenant also admitted that the patching work was done by the tenant and that they were not given enough time to do it. The tenant stated that they only had two weeks to leave and that the tenant did what they could. The tenant admitted that on September 24, 2018, they would be vacating on October 31, 2019 and later, the landlord provided an extension until January 31, 2019. The tenant did not vacate until February 28, 2019. A text was submitted in evidence that indicated that the tenant stated that they would later vacate by the end of February 2019.

The tenant disputed the letter accusing the tenant of using an incorrect product and as a result, the tenant had provided the product technical sheet; however, the tenant admitted that he did not have enough time to do the work and the work appears to be sloppy and rushed. The tenant stated that they would have fixed it if they had time but felt they had no choice.

Regarding item 6, the parties reached a mutually settled agreement regarding the carpet cleaning in the amount of \$367.50. As a result, I will address this portion later in the decision.

Regarding item 7, the landlord has claimed \$1,260.00 for the cost to hire a cleaning company to clean the rental unit that the tenant left dirty according to the agent. In support of this item the landlord submitted the invoice from their cleaning company for extreme cleaning and repairs at the rental unit. The invoice is dated April 11, 2019 and indicates 40 hours of cleaning at \$30.00 per hour, plus tax for a total of \$1,260.00. The agent also referred to 25 photos to illustrate the need for the extensive cleaning. The photos showed but are not limited to the underneath of the stove being dirty, front entry door being dirty and having scrapes, goop on the front door, rear entrance door filthy, back door area with staining and ashes, dirty deck, garbage in the interior of the home, dirt under cabinets, dirty dishwasher, dirty shelf, staining on window ledge, very dirty cabinets, dirty lights with bugs in them, garbage in the ceiling with a heat registered pushed down and filled with garbage and kids items, gum in door jam, stickers on doors, dirty stove bottom, ceiling fan extremely dusty, and many items removed from under the dishwasher.

The tenant responded by claiming that the rental unit was 95% clean before they vacated. The tenant testified that they didn't realize there was no much stuff and that they ran out of time and that there was snow at the time they vacated. The tenant also referred to a sewage backup earlier in the tenancy which caused some staining on some of the basement trim and reinforced that they lived there for 10 years.

Regarding items 8, 9 and 10, the landlord has claimed three amounts, \$192.67, \$31.77 and \$41.39 for a total of \$265.83. The amount of \$265.83 applies to locks, closet door, door stops x 6, hinge stop, deadbolt and glue. The agent testified that all were necessary as the tenant changed the locks without permission of the landlord and that the doorknobs were passage sets and not meant for entry doors so that the total of \$265.83 had to be spent to bring the locks back to the way they were at the start of the tenancy. The agent also stated that one door was cracked in the core of the door and that the landlord was not charging for that as the amount would have significantly increased and the landlord decided to keep using the door with the cracked core.

The tenant responded to items 8, 9 and 10 was that the bi-fold doors used by the landlord were not a good product and that the tenants were surprised that they lasted as long as they did. The tenant also questioned why a full bottle of glue was being charged for if the landlord only used a little bit. The agent responded by stating that they have used bi-fold doors in 50 other units without any problems like this unit and that the agent has young children and their bi-fold doors have never looked like the rental unit did after the tenant vacated. The tenant stated that they have always had problems with bi-fold closet doors.

Regarding item 11, the landlord has claimed \$175.00 to replace missing window screens and to rescreen one damaged screen. The agent testified that although the receipt submitted states \$353.07, the landlord has claimed less to account for depreciation and wear and tear. The agent also stated that they straightened the ones that they could to avoid charging more for this item than necessary, and the landlord has not charged for the dirty screens and cleaned them instead. The tenant stated that they did not know the lifespan of window screens.

Regarding item 12, the landlord has claimed \$65.90 to replace a dented air vent duct and a broken toilet seat and submitted the invoice in evidence. The agent stated that the invoice was also for heat register covers that were damaged and could not be cleaned. The tenant stated that they did not know the lifespan of the items claimed for this portion of the landlord's claim.

Regarding items 13 and 14, the landlord has claimed \$91.84 for rekeying of new door knobs that were removed without permission by the tenant and \$70.01 for new stove drip pans that were damaged. The landlord submitted receipts for both amounts, which total \$161.85. The agent referred to several photos in evidence in support of this portion of their claim. The tenant stated that they did not know the lifespan of the items claimed for this portion of the landlord's claim. The tenant stated that the original locks were defective; however, agreed that they did not submit proof of that such as a letter to the landlord regarding defective locks. The agents stated that the tenant had never requested new locks and disagreed that the original locks were defective.

Regarding item 15, the landlord has claimed \$85.00 to replace burned-out bulbs. The invoice submitted was faint and the invoice is for \$105.00, which the landlord stated included CLR and Windex that the landlord was not claiming for, so the amount claimed is \$85.00 instead. The agents testified that they only replaced the burned-out lightbulbs. The tenant's response to this item was that the invoice was very faint.

Regarding item 16, the landlord has claimed \$51.46 to replace the curtain rod as the brackets were missing at the end of the tenancy so the curtain rod could not be reinstalled. The landlord submitted the invoice in support of this portion of their claim. The tenant's response to this item was that there was no wood backing behind the wall and only little plastic inserts to hold the curtain rod bracket and as a result, the tenant considered the brackets falling out normal wear and tear. The agents responded by stating that they have 50 units and that nobody else has missing brackets at the end of their tenancy and that brackets were missing so the cost is to replace the unit with brackets.

Regarding items 17 and 18, the landlord has claimed \$42.54 for a missing towel bar plus materials and \$230.00 for a missing towel rod, toilet paper holder and materials. The landlord submitted receipts for these items and referred to several colour photos which showed missing bars and holders. The tenant's response to these items were that both were normal wear and tear.

Analysis

Based on the documentary evidence presented, the testimony of the parties and on the balance of probabilities, I find the following.

Test for damages or loss

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 in sections 7 and 67 of the Act. Accordingly, 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 the matter before me, the landlord bears the burden of proof to prove all four parts of the above-noted test for damages or loss.

Item 1 – Firstly, although the landlord did not provide photo evidence of the broken glass claimed, and the outgoing CIR did not indicate the broken glass as the agent stated it was discovered after the outgoing CIR was completed, I find the fact that the tenant did not dispute breaking the light to be of significant weight. In other words, the tenant did not deny breaking the light being claimed and instead, questioned as to which bathroom the light was in. Given the above and considering that the invoice was for \$118.13, I find that the landlord has met the burden of proof and has complied with section 7 of the Act and part four of the test for damages or loss by minimizing the claim by accounting for depreciation. Therefore, as the tenant did not deny damaging the light, I accept the agent's testimony and grant the full amount of **\$59.00** as claimed for this item.

Items 2 and 3 – Consistent with my finding for item 1, I find the tenant did not deny damaging the fridge and only made issue of the cleanliness of the fridge. I also find the receipt and photo evidence to be compelling as the photos show missing drawers and bars inside in the fridge. I also find that the landlord minimized their claim by only charging for the cost of the missing drawers and not the entire cost of a \$964.82 fridge. Therefore, as the tenant did not deny damaging the fridge, I accept the agent's testimony and grant the full amount of **\$422.00** as claimed for this item, as I find that missing drawers and bars are not subject to depreciation as missing drawers in a fridge is theft and reduces the usefulness of that fridge and is not wear and tear.

Item 4 - The landlord has claimed \$511.00 for damaged lino flooring. I have reviewed the outgoing CIR which supports that the lino flooring in the kitchen was damaged at the

end of the tenancy. I also find the photo evidence to be compelling which I find showed a torn piece of lino in the middle of the kitchen and a second area that was also damaged. I have also considered the invoice for \$511.00, which was comprised of \$175.00 for material plus \$300.00 for labour to install the lino, plus tax. I find the landlord was very reasonable in an effort to keep the price as low as possible by making the decision to install a non-matching rectangular piece of lino as a repair to avoid having to replace the entire lino flooring to something that matched the original flooring at a higher cost. I also find that as the flooring was not replaced and was instead repaired, that I do not need to consider RTB Policy Guideline 40, Useful Life of Building Elements.

Furthermore, I find the fact that the tenant agreed that they did not write to the landlord to complain about the flooring to be of significant weight, which leads me to my conclusion that it was more likely than not that the tenant's office chair damaged the lino versus any flood from above as claimed by the tenant, given the lack of communication in writing between the tenant and the landlord regarding the flooring during the tenancy. I find that it would have been reasonable for the tenant to complain about the flooring during the tenancy so that the landlord could address any bubbling and that the photos appear to be tearing and not bubbling.

In addition, I find that the photo evidence supports the agent's testimony that the lino was not cheap quality as claimed by the tenant and did not require waxing. I also note that whether the lino was of good or poor quality, the damage caused by the tenant, is still the tenant's responsibility. The tenant should have had a chair mat under the office chair instead but provided no evidence that they used a chair mat. Given the above, I find the landlord has met the burden of proof and I award the amount claimed of **\$511.00**.

Item 5 - The landlord has claimed \$2,000.00 for the cost to repair the damaged walls and to repaint after the repairs were repaired and patched. I accept that the landlord paid \$2,835.00 and deducted \$835.00 from the amount to account for normal wear and tear and depreciation. I find the sheer volume of patches and wall damage to be very excessive and are not reasonable wear and tear as claimed by the tenant. Furthermore, I find the tenant's attempt to patch the holes, scrapes and damage to poor quality and overall sloppy, and that by performing such a sloppy workmanship, that the landlord's claim for \$2,000.00 is reasonable. I also afford the letter from the drywall repair contractor significant weight as it supports my finding, which I find is obvious with all of the photo evidence.

In addition, even though the normal useful life of interior paint is 4 years, the damage caused to the drywall is not normal wear and tear and I find constitutes negligence on the part of the tenant as I find the number of holes, scrape, marks and damage is excessive for a tenancy of 10 years. Therefore, I do not apply RTB Policy Guideline 40 to the \$2,000.00 amount claim and I find the landlord has met the burden of proof and I award the landlord **\$2,000.00** as claimed for this item. I also note that the tenant had months to prepare for eventually vacating the rental unit as the parties agreed on an extension, so I afford the tenant's explanation that they ran out of time no weight.

Item 6 – As indicated above, the parties reached a mutually settled agreement regarding the carpet cleaning in the amount of \$367.50. Pursuant to section 63 of the Act, I order the parties to comply with the tenant compensation the landlord **\$367.50** for this item as agreed to during the hearing. I will account for this amount below as a result.

Item 7 - The landlord has claimed \$1,260.00 for the cost to hire a cleaning company to clean the rental unit that the tenant left dirty according to the landlord. I have reviewed the invoice and photo evidence and find that the tenant's claim that the rental unit was only 5% dirty and 95% clean to be contradictory to the photo evidence before me. As a result, I afford the tenant's version of how clean the rental unit of no weight. Therefore, I find the landlord has met the burden of proof as I find that garbage in the ceiling and heating vents, and throughout the rental unit is unreasonable and in need of a major cleaning. I also find the tenant breached section 37(2)(a) of the Act, which states:

Leaving the rental unit at the end of a tenancy

37(2) When a tenant vacates a rental unit, the tenant must

(a) leave the rental unit reasonably clean, and undamaged
except for reasonable wear and tear, and
[Emphasis added]

I find the tenant did not leave the rental unit reasonably clean find the amount claimed for cleaning to be reasonable given the photo evidence and the outgoing CIR. Therefore, I grant the landlord **\$1,260.00** as claimed for this item. **I caution** the tenant not to breach section 37 of the Act in the future.

Items 8, 9 & 10 - The landlord has claimed three amounts, \$192.67, \$31.77 and \$41.39 for a total of \$265.83. The amount of \$265.83 applies to locks, closet door, door stops x 6, hinge stop, deadbolt and glue. Section 31(3) of the Act applies and states:

Prohibitions on changes to locks and other access

(3) A tenant **must not change a lock or other means that gives access to his or her rental unit unless the landlord agrees in writing to, or the director has ordered, the change.**

[My emphasis added]

Given the above, and due to there being no documentary evidence from the tenant that approved the change of locks in writing, I find the tenant breached section 31(3) of the Act and is therefore responsible for all costs claim related to items 8, 9 and 10. I **caution** the tenant not to breach section 31 of the Act in the future. Therefore, I grant the landlord **\$265.83** as claimed for items 8, 9 and 10.

Item 11 - The landlord has claimed \$175.00 to replace missing window screens and to rescreen one damaged screen. I have reviewed the receipt submitted for \$353.07 and find the landlord complied with section 7 of the Act and part 4 of the test for damages or loss by accounting for depreciation and wear and tear. I also find the landlord was reasonable by straightening the screens they could to reduce the amount of their claim. RTB Policy Guideline 40 does not specifically list window screens but does list aluminum windows as 20 years, and I find a reasonable time frame for window screen would be 15 years as the screens do get removed for cleaning; however, if they are removed without care, they can bend and be damaged. Therefore, I find the amount claimed of \$175.00 to be reasonable and accounts for any depreciation as I find that the damage exceeded normal wear and tear of window screens. Therefore, I grant the landlord **\$175.00** as claimed for this item.

Item 12 - The landlord has claimed \$65.90 to replace a dented air vent duct and a broken toilet seat and submitted the invoice in evidence. The landlord stated that the invoice was also for heat register covers that were damaged and could not be cleaned. I find the amount claimed to be reasonable and find the damage is not normal wear and tear for all items related to item 12. Therefore, I do not apply a depreciated value as I find the tenants were negligent. As a result, I award **\$65.90** as claimed for this item.

Items 13 & 14 – Consistent with items 8, 9 and 10 above, I find that due to the tenants breaching section 31(3) of the Act, that the tenants are liable for \$91.84 to rekey the new door knobs to replace the passage sets the tenants installed without permission. I also find the photo evidence supports that the drip pans required replacement; however, with drip pans, as I do not see reference to the drip pans on the outgoing CIR, nor do I see photo evidence to support this portion of the landlord's claim and as a result, I dismiss the \$70.01 portion related to the drip pans, due to insufficient evidence without

leave to reapply. Given the above I grant item 13 in the amount of **\$91.84** and I dismiss item 14.

Item 15 - The landlord has claimed \$85.00 to replace burned-out bulbs. The invoice submitted was faint and the invoice is for \$105.00, which the landlord stated included CLR and Windex that the landlord was not claiming for, so the amount claimed is \$85.00 instead. The landlord testified that they only replaced the burned-out lightbulbs. The tenant's response to this item was that the invoice was very faint. I was able to enlarge the invoice; however, I dismiss this item as there is no reference to burned-out bulbs on the outgoing CIR only that lights were dirty and which I find burned-out bulbs should have been obvious during the outgoing CIR. Therefore, I dismiss this item due to insufficient evidence, without leave to reapply.

Item 16 - The landlord has claimed \$51.46 to replace the curtain rod as the brackets were missing at the end of the tenancy so the curtain rod could not be reinstalled. The landlord submitted the invoice in support of this portion of their claim. Although the tenant's response to this item was that there was no wood backing behind the wall and only little plastic inserts to hold the curtain rod bracket and as a result, the tenant considered the brackets falling out normal wear and tear, I agree with the agent that brackets were missing so the cost is to replace the unit with brackets. Therefore, I find the landlord has met the burden of proof and that depreciation should not apply to something that is missing. Therefore, I grant the landlord **\$51.46** as claimed for this item.

Items 17 and 18 - The landlord has claimed \$42.54 for a missing towel bar plus materials and \$230.00 for a missing towel rod, toilet paper holder and materials. The landlord submitted receipts for these items and referred to several colour photos which showed missing bars and holders. I disagree with the tenant that these items were normal wear and tear as they were missing. I consider that theft and at the very least, the tenants should have left the items for the landlord to attempt repair. I also note the outgoing CIR refers to these items. Therefore, I find the tenants breached section 37 of the Act and I grant the landlord **\$272.54** as claimed for these items as claimed.

Monetary Order – I find that the landlord has established a total monetary claim as follows:

ITEM DESCRIPTION	AMOUNT AWARDED
2. Electric repairs (ensuite light)	\$59.00
2 & 3. Fridge/fridge estimate	\$422.00

8. Lino repair	\$511.00
9. Repair and touch-up paint	\$2,000.00
10. Carpet cleaning	\$367.50 (mutual agreement)
11. Cleaning	\$1,260.00
8, 9 & 10. - Materials to complete repair (8: \$192.67, 9: \$31.77 and 10: \$41.39)	\$265.83
11. Missing screens	\$175.00
12. Air vent dent repair	\$65.90
13 & 14. Keying door knobs (\$91.84) & drip fans for stove (\$70.01)	13- \$91.84 and 14- dismissed
15. Light bulbs	dismissed
16. Curtain rod replacements	\$51.46
17 & 18. Towel bar and materials, plus towel rod, toilet paper holder and materials (17: \$42.54, 18: \$230.00)	\$272.54
TOTAL	\$5,542.07

Based on the above, I find the landlord has established a total monetary claim of **\$5,542.07**. As the landlord's claim had merit, I grant the landlord **\$100.00** for the filing fee, pursuant to section 72 of the Act. Therefore, I find the landlord's monetary claim is **\$5,642.07**.

Pursuant to sections 38 and 67 of the Act, I grant the landlord authorization to retain the tenants' security deposit of \$750.00, which has accrued \$0.00 in interest during the tenancy, in partial satisfaction of the landlord's monetary claim. Pursuant to section 67 of the Act, I grant the landlord a monetary order for the pursuant to section 67 of the Act, for the balance owing by the tenants to the landlord in the amount of **\$4,892.07**.

Conclusion

The landlord's claim is mostly successful.

The landlord has established a total monetary claim of \$5,642.07. The landlord has been authorized to retain the tenants' full security deposit including \$0.00 in interest of \$750.00 in partial satisfaction of the landlord's monetary claim pursuant to sections 38 and 67 of the Act.

The landlord is granted a monetary order pursuant to section 67 of the Act, for the balance owing by the tenants to the landlord in the amount of \$4,892.07. This order must be served on the tenants and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

This decision will be emailed to both parties. The monetary order will be emailed to the landlord only for service on the tenants.

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: April 22, 2020

Residential Tenancy Branch