



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPE, MNDCL, FFL

Introduction

This hearing was convened as a result of the Landlords' Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for an order of possession for end of employment (1 month), for a monetary order for damage or compensation under the Act; and to recover the cost of their filing fee.

The Tenants, J.W. and K.H. and the Landlords, A.F. and L.F., appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about the hearing process. During the hearing the Tenants and the Landlords were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Neither Party raised any concerns regarding the initial service of the Application for Dispute Resolution or the documentary evidence. Both Parties said they had received the Application and/or the documentary evidence from the other Party and had reviewed it prior to the hearing. However, the Landlords had amended their Application to include a monetary order for \$8,314.13. The Tenants said they did not have sufficient time to review the extensive documentary evidence in the Landlords' amendment; therefore, the hearing was adjourned to give the Tenants an opportunity to respond to the Landlords' submissions.

Preliminary and Procedural Matters

The Parties provided their email addresses at the outset of the hearing and confirmed their understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

Early in the hearing, the Parties indicated that the Tenants had vacated the rental unit

on November 30, 2019; therefore, the Landlords no longer seek an order of possession for the rental unit.

Issue(s) to be Decided

- Are the Landlords entitled to a monetary order, and if so, in what amount?
- Are the Landlords entitled to recovery of the Application filing fee?

Background and Evidence

The Parties agreed that the periodic tenancy began on July 1, 2018, with a monthly rent of \$600.00, due on the first day of each month. The Parties agreed that the Tenant paid the Landlord a security deposit of \$300.00, and no pet damage deposit. The Parties agreed that this tenancy was also a farm caretaker arrangement.

The Parties agreed that they did not conduct a condition inspection of the rental unit at the beginning of the tenancy; therefore, there was nothing to compare the condition of the rental unit at the beginning of the tenancy to that at the end of the tenancy.

The Landlords' monetary claims are set out, as follows:

	Receipt/Estimate From	For	Amount
1	Service BC	Application filing fees	\$100.00
2	Law firm	Legal costs	\$535.93
3	Appliance store	Fridge handle replacement	\$106.40
		Labour for handle replacement	\$88.00
4	Locksmith	Removal of bent key in lock	\$105.00
5	Grocery store	Cleaning supplies	\$83.80
	Cleaners	Cleaning 35 hours x \$25.00 per hour	\$875.00
6		Hauling garbage for disposal 2 hours x \$45.00 per hour	\$90.00
7		Unpaid rent and horse boarding 5 months at \$1,400.00 per month	\$7,000.00
		Sub Total	\$8,984.13

		Security Deposit	(\$300.00)
		Farm work 18.5 hours x \$20.00/hour	(\$370.00)
		Total monetary order claim	\$8,314.13

#1 Application Filing Fee → \$100.00

Recovery of an application filing fee is determined by the arbitrator at the end of the decision, based on the respective Parties' success in their claim(s).

#2 Legal Fees → \$535.93

In response to why the Tenant should be responsible for the Landlords' legal fees, the Landlords said in the hearing: "The legal fees were incurred in trying to secure a legal eviction. It was with cause, so we incurred that trying to enforce the legal eviction."

The Tenants said: "It wasn't an eviction – we never received an eviction. We received a One Month Notice to end tenancy due to end of employment. The lawyer letter was on November 27, before our one month was up. That was their voluntary decision before our one month was even up."

The Landlords said that the Parties exchanged numerous text messages, which indicated that the Tenants were not willing to leave. They pointed to a text message on November 25, 2020, in which the Tenant, J.W., said they have no intention of leaving. The Tenant countered in the hearing, saying that the Tenants' communications were based on the fact that they did not have anywhere to go with two horses and a child. He said: "We had some panic and uncertainty with what was going to happen."

The Landlord submitted copies of text exchanges between the Parties. The texts exchanged on November 25, 2019 were as follows:

Monday, November 25, 2019

Hi [Tenant], just confirming that you will be fully moved out by noon on Saturday? Our new caretaker has booked their moving van to arrive on Sunday morning. Let us know if you need any help with anything.

Hi [Landlord].

I have not received proper paper work to end the tenancy, the first paper to end tenancy do to unpaid utilities is void, as I pay my own utilities, and is not connected to you or the ranch house.

The second paper work to end tenancy to end the employment is also void; there has been no contract for the last 5 months; you have been excepting 600\$ as rent knowing there is no contract in place.

I have been looking very hard to find a place to rent that will have space for the horses my self and [D.] and his dog. I will except your help in finding a place to rent, I know you don't want me here nor do I want to be here.

With this said, I won't be able to move out for the first. I want to be out ASAP.

Hi [Tenant], I can assure you that all of our paper work is in order. You were served with legally enforceable paperwork a month ago and you have provided no notification of dispute. I STRONGLY advise you to vacate the residence no later than noon on November 30. If this is not done I will exercise every means available to me and you will pay for all of my costs. These will include hotel charges for your replacement. Do not test my resolve.

[emphasis in original, which was reproduced as written]

The Parties agreed in the hearing that the Tenants vacated the rental unit on November 30, 2019 by noon; however, they also agreed that some of the Tenants' belongings were left behind outside of the residence.

The Tenants pointed to a note they received from the Landlords' lawyers on the lawyers' letterhead stating: "The Landlords advise that, if you vacate the Premises by November 30, 2019 and the Premises are in acceptable condition, the Landlords will not pursue further compensation." This note was signed by J.C.D. of the law firm and copied to the Landlords.

#3 Refrigerator Door Handle → \$194.40

The Landlords said that the refrigerator was two years old when the Tenants moved in. The Landlords said the Tenants advised them that the refrigerator door handle was broken 12 months after they had moved in. The Landlords said:

We asked them to look after those repairs; we gave them the location where it could be purchased. When they were finally moved out it was still unfixed. We fixed it ourselves. The fridge was two years old when the Tenants moved in.

The Tenants said that there was no move-in inspection done:

...so this was not looked at by the Landlords, and there was a family in there before we moved in with 5 or 6 kids. The shelf in the fridge was broken already from the previous tenants. The handle was loose, and it finally came off of the freezer a year later. There's no proof that it was us. We advised them of the loose handle a month or two after we moved in. It just fell off one day and that's when they advised us that we had to buy a new piece. Again, no pre-inspection.

The Landlord replied: "I would counter that there was never any discussion about a loose or wiggly handle until 12 months after with a June 20, 2019 text message that the handle had been broken." I was unable to find a text message of this date submitted into evidence.

#4 Broken Key in Lock → \$105.00

The Landlords said that the second item to be repaired was a key that had broken off in the basement lock. The Landlords said:

When we asked for two keys, they gave back one key and said the other was broken off in the lock. We had to get a locksmith in to remove the key. Page 47 of our submissions is the work order from [the locksmith]. That states that they had to extract a broken key from basement entry.

The Tenant, J.W., said:

There was verbal communication between [L.F.] and myself about the key sticking and getting stuck. I said the key is stuck and it is really hard to get out. The key wasn't broken, but it was in there. Again, there was no walk-through. When I left the residence, the key was in the bottom lock and unable to come out.

The Landlord said: "The one comment I might have is they keep hanging on

There wasn't a pre-inspection, so was the key broken off when you moved in?"

The Tenant said that it was not, but that:

...it was always sticky. My son [D.] used that key . . . one day it wouldn't come out. I advised [L.F.] when the key was stuck. [D.] had to use my key for the upstairs door which worked perfectly. It was stuck in the door in the month of November when we were under all this eviction paperwork. The key was stuck in the lock in the beginning of that month. I told [L.F.] in the middle of the month of November.

The Landlord denied communicating with the Tenant about this matter in November 2019.

#5 Cleaning and Supplies → \$958.80

The Landlord said that the rental unit "...was left an absolute mess. It was not cleaned, and we had new tenants moving in on December 1st. [L.F.] and the new tenants spent the entire time cleaning. They mentioned it about three times. We have a number of photos. . . . We had two people cleaning for two full days and we charged \$25.00 per hour."

The Tenants said:

There's no proof, no pictures. We had washed the floors and swept everything, maybe not to their degree, but we made sure everything was out. There was no walk-through, no proof of anything being damaged or dirty.

The house is only two years old to begin with and it was very clean and tidy. Their expectations were a little too high to charge this much. Hiring two people to clean that house, there's no receipt showing this.

The Landlord said that the Tenants were still moving belongings out two days after they vacated the rental unit. The Landlords said:

The bathroom - the toilet - I had to take a razor blade, we left cleaner and bleach, but there was a build up of residue in showers, tubs. I'm not sure what they cleaned, but the whole place had to be washed. We had to remove a shelving unit downstairs. Also, the garage, we have a text in our subs on December 1 at

6:58 saying the garage is still full of his stuff. That still had to be cleaned. We were involved in a dialogue asking them to come and remove possessions, but he said he'll get to it when he gets to it, threatening to get police involved. We hauled a full truckload of garbage bags to the dump. They left bags of garbage out, which the wild animals got to, so we had to clean up that. This was several days after the end of the move.

The Tenant said that the house and the shop were completely cleaned out by November 30.

There were some belongings outside that were not all garbage. There was \$1,000.00 of karate gear. There was an irreplaceable picture that was taken by my great grandfather, an elder in the Yukon. I'm shaking because I'm so upset. There's not a value to put on my picture; that was gone. There was a bag of clothing and recycling, jars of food. The stuff they threw out is irreplaceable to me. We have a text in evidence from Monday December 2 - some is clearly garbage, if not removed, we will remove them for you. Landlords aren't allowed to throw tenants' belongings out

The Landlord said: "The picture he's talking about was out on the front porch. We didn't haul that to the garbage; that was clearly his possession. We don't know where it was. We assumed you came and picked it up. It was left on the front porch on December 1 at the earliest."

#6 Garbage Disposal → \$90.00

The Landlord said:

My memory is getting foggy. My wife was hauling garbage to the dump - scrap metal, old car parts out of the woods, tables and car parts. A coffee table with three legs was on their belonging wagon. On December 2, one of their trailers was still there with some of their belongings. We gathered more of their belongings from the trees. After they took the trailer, they took a lot of those belongings out of the trailer and they threw it back in trees.

The Tenant said that the only thing that was left there was the coffee table that was in the bush when they arrived.

Everything else in the bush would have been a transfer case and copper tubing.

The Landlords are not allowed to touch tenants' property after they have moved out. Just wanting the \$90.00 for garbage disposal is proof that they took our belongings to the garbage. There was one bag that was actually garbage; other than that, there was no garbage. No actual raw food in bags, and we had planned to come back and pick up that stuff. It was not junk clearly .

The Landlord said: "On December 2, we were still trying to get them to take their possessions. See our document on page 40 - read the [text] conversation Monday, December 2." The text messages submitted are as follows:

Monday, December 2, 2019

There is still a significant amount of your belongings here. Some of it clearly garbage, but also lawn mowers, trailers, etc. if you have not removed it by noon today, we will look after removal.

Legally, you cannot touch any of my belongings until after the hearing is settled in January.

Okay, Discuss this with your lawyer. I'm not leaving your junk on my premises. It is already gone to the dump.

I will be there at 3:30pm to pick up my trailer and kayak. If it's not there I will phone the RCMP. That is theft.

#7 Unpaid Rent/House Boarding → \$7,000.00

The Landlords said in the hearing that the agreement between the Parties consisted of a farm caretaker agreement. They said they offered the Tenants a "significant discount in rent for farm chores on the ranch." The Landlords said if the Tenants were renting the residential property without doing the farm chores, "it would be \$1,800.00 a month in rent and \$200.00 for horse boarding for a total of \$2,000.00."

The Landlords said:

In June 2019, when it came time to renew the agreement, there were a couple of extenuating circumstances. [The Tenants] were breaking up. We were to renew with just [J.W.]. We delivered a caretaker agreement in June and asked for it

back at least three times in the next months. Why would he not return it? At the end, he said that because we had accepted the \$600.00 per month without farm chores, we should make it an indefinite rental of this. In his text messages [J.W.] said that if a landlord accepts rent from a tenant for more than three months with no contract, he is considered a tenant. He has taken possession, because he refused to sign the farm caretaker agreement. So we took the difference [of \$2,000.00] from \$600 to charge him \$1400.00 for five months; that's how we arrived at \$7000.00.

The Tenant said that there's a provision for caretakers in the agreement that wasn't filled out; it was just to be signed by both Parties.

Now they're trying to take us for unpaid rent. They submitted a copy to you from that agreement that they had signed and dated, but they gave us a blank unsigned copy for us to review. They never came back to collect that from us. They are lying about dating and signing the agreement, because we have a blank copy in our submissions – proof that they are lying about the contract.

We never got back to them about this contract, but they didn't either; they continued to accept our \$600.00 in rent knowing no contract was signed by either. We were still doing farm work, because we were paying \$600.00. There was nothing about a rent increase. There was no tenancy agreement; we were still doing ranch duties, because they were out of town a lot in July.

The Landlords gave examples of text messages from the Tenant apologizing for not getting back to them with the agreement. "He said he had no problem signing the agreement, but just without K.H.'s name on it. Later in August, we were still waiting for the contract and we were receiving his apologies, and 'will get it right over to your.' He was at best misleading misrepresenting, committing to signing the agreement, but not ever signing it."

The Tenant said: "We never got a signed contract and they're using that fact to turn it around, because you accepted our reduced rent, we think you should allow us to stay here indefinitely ."

The Landlords said:

We agree that the Tenants continued to do farm chores. The workload is significant in the winter, but in June to October, there's very little work. We

averaged it out, so there was reduced rent throughout the year. Very heavy work in the winter months, and light in the summer months. They did help us in sorting cows and calves, so we created a deduction – we reduced those costs by the work that [J.W.] contributed.

The Tenant said:

When calving was done it exceeded 50% work for us; because [L.F.] had a sore back and you were away. Bulls were going through the fences, I was doing more than my share while you guys were gone with no contract.

The Landlords said:

I categorically deny that this is the case. There was never one month where you did more than 50%. You contributed well and received a \$1400.00 discount on your rent. But after July 2019, your contribution to the ranch was minimal. You stated yourself, you had little contribution, because you were allowed to pay rent without contributing to the farm.

The Landlords said that they were gone for three weeks in July 2019, but they said that it was while the cows were out on pasture.

Analysis

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

In describing the hearing process to the Parties, I advised them that pursuant to Rule 7.4, I would only consider their written or documentary evidence to which they pointed or directed me in the hearing.

Prior to their testimony, I advised the Parties on how I would be analyzing the evidence presented to me. I explained that the party who applies for compensation against another party has the burden of proving their claim on a balance of probabilities. Policy Guideline 16 sets out a four-part test that an applicant must prove in establishing a monetary claim. In this case, the Landlords must prove:

1. That the Tenants violated the Act, regulations, or tenancy agreement;
2. That the violation caused the Landlords to incur damages or loss as a result of

the violation;

3. The value of the loss; and,
4. That the Landlords did what was reasonable to minimize the damage or loss.

("Test")

#2 Legal Fees → \$535.93

In terms of the Landlords' legal fee, the *Residential Tenancy Act* Regulation sets out the allowable fees that can be charged by a landlord:

Non-refundable fees charged by landlord

7 (1) A landlord may charge any of the following non-refundable fees:

- (a) direct cost of replacing keys or other access devices;
- (b) direct cost of additional keys or other access devices requested by the tenant;
- (c) a service fee charged by a financial institution to the landlord for the return of a tenant's cheque;
- (d) subject to subsection (2), an administration fee of not more than \$25 for the return of a tenant's cheque by a financial institution or for late payment of rent;
- (e) subject to subsection (2), a fee that does not exceed the greater of \$15 and 3% of the monthly rent for the tenant moving between rental units within the residential property, if the tenant requested the move;
- (f) a move-in or move-out fee charged by a strata corporation to the landlord;
- (g) a fee for services or facilities requested by the tenant, if those services or facilities are not required to be provided under the tenancy agreement.

(2) A landlord must not charge the fee described in paragraph (1) (d) or (e) unless the tenancy agreement provides for that fee.

I find that there is insufficient evidence before me that the Landlords have the authority to recover their legal fees incurred in this matter from the Tenants. The Landlords did not point me to a clause in the tenancy agreement, which provides for the potential recovery of legal fees by the Landlords from the Tenants, nor is there a provision in the Act or Regulation for this type of claim. Accordingly, I dismiss this claim without leave to reapply.

#3 Refrigerator Door Handle → \$194.40

Section 32 of the Act requires a tenant to make repairs for damage that is caused by the action or neglect of the tenant, other persons the tenant permits on the property or the tenant's pets. Section 37 requires a tenant to "leave the rental unit reasonably clean and undamaged." However, sections 32 and 37 also provide that reasonable wear and tear is not damage and that a tenant may not be held responsible for repairing or replacing items that have suffered reasonable wear and tear.

Policy Guideline #1 ("PG #1") helps interpret these sections of the Act:

The tenant is also generally required to pay for repairs where damages are caused, either deliberately or as a result of neglect, by the tenant or his or her guest. The tenant is not responsible for reasonable wear and tear to the rental unit or site (the premises), or for cleaning to bring the premises to a higher standard than that set out in the *Residential Tenancy Act* or *Manufactured Home Park Tenancy Act* (the Legislation).

Reasonable wear and tear refer to natural deterioration that occurs due to aging and other natural forces, where the tenant has used the premises in a reasonable fashion. An arbitrator may determine whether or not repairs or maintenance are required due to reasonable wear and tear or due to deliberate damage or neglect by the tenant. An arbitrator may also determine whether or not the condition of premises meets reasonable health, cleanliness and sanitary standards, which are not necessarily the standards of the arbitrator, the landlord or the tenant.

As set out in Policy Guideline #16 ("PG #16"), "The purpose of compensation is to put the person who suffered the damage or loss in the same position as if the damage or loss had not occurred. It is up to the party claiming compensation to provide evidence to establish that compensation is due."

In the course of the hearing, the Tenants indicated that the refrigerator door handle was loose, "...it finally came off of the freezer a year later", said the Tenants.

The Parties did not conduct an inspection of the rental unit at the beginning of the tenancy, with which they could compare the condition at the end of the tenancy. However, the Tenants' evidence is that this handle broke off during the course of their tenancy. There is no evidence before me that this damage was due to negligence or

deliberate damage on the part of the Tenants. The Landlords said that the refrigerator was only two years old at the start of the tenancy; however, the Tenants said that there was a large family using the rental unit prior to their tenancy. When I consider this evidence overall, I find on a balance of probabilities that the damage to the refrigerator door handle was no more than reasonable wear and tear. As such, I dismiss this claim without leave to reapply, pursuant to sections 32 and 37 of the Act.

#4 Broken Key in Lock → \$105.00

Section 7(1) (a) of the Regulation authorizes a landlord to charge a tenant for the cost of replacing keys. Further, when I consider the evidence before me in this matter in term of common sense and ordinary human experience, I find it is more likely than not that the Tenants were negligent in getting the key stuck in the lock, which required the Landlord to hire a locksmith to remove it. I find that this claim is recoverable by the Landlords from the Tenants, and I grant the Landlords a monetary award of **\$105.00** for this claim.

#5 Cleaning and Supplies → \$958.80

The Landlords said in the hearing that the Tenants left the rental unit in “an absolute mess”. They said that there were photographs of the condition of the rental unit; however, they did not submit these photographs into evidence in their 26-page document or point me to another submission with photographs.

The Tenants submitted a copy of the Landlords’ receipt for cleaning supplies in the amount of \$83.80. The remainder of the cleaning costs amounted to \$875.00 or 35 hours of cleaning at \$25.00 per hour. The Landlord said that two people were cleaning; therefore, each person would have worked for approximately 17.5 hours.

As noted above, PG #1 states that the cleanliness standard I have to determine, is “... not necessarily the standards of the arbitrator, the landlord or the tenant.” I find that \$25.00 per hour is a standard cleaning rate; however, I find that the Landlord provided insufficient evidence that the condition of the rental unit warranted 35 hours of cleaning or \$83.80 worth of cleaning supplies. I find on a balance of probabilities that cleaning was needed at the end of the tenancy, given the Tenants’ implication that they were busy moving into their next residence. I award the Landlord with a nominal amount pursuant to PG #16, of half of the cleaning supplies for **\$41.90**, and twenty hours of cleaning at **\$500.00**.

#6 Garbage Disposal → \$90.00

Residential Tenancy Act Regulation ("Regulation") states:

Part 5 — Abandonment of Personal Property

Abandonment of personal property

24 (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.

[emphasis added]

Landlord's obligations

25 (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,

(b) keep a written inventory of the property,

(c) keep particulars of the disposition of the property for 2 years following the date of disposition, and

(d) advise a tenant or a tenant's representative who requests the information either that the property is stored or that it has been disposed of.

(2) Despite paragraph (1) (a), the landlord may dispose of the property in a commercially reasonable manner if the landlord reasonably believes that

(a) the property has a total market value of less than \$500,

(b) the cost of removing, storing and selling the property would be more than the proceeds of its sale, or

(c) the storage of the property would be unsanitary or unsafe.

(3) A court may, on application, determine the value of the property for the purposes of subsection (2).

I find that the Landlords were not abiding by the timelines set out in the Regulation for dealing with the Tenants' personal property. Further, I find that they were overly eager to transport the Tenants' remaining belongings to the dump. Pursuant to section 24(2) of the Regulation, I find that the circumstances did not amount to abandonment of personal property by the Tenants. I find that the Landlords inappropriately rushed to remove, rather than store the Tenants' extra personal property, therefore, I dismiss this claim without leave to reapply.

#7 Unpaid Rent/House Boarding → \$7,000.00

The Landlords' position is that the Tenants did limited work on the farm between June 2019 and October 2019, and during which time, the Tenant, J.W., failed to negotiate or provide them with a signed tenancy agreement. However, the Landlords also said that the bulk of the work at the farm happens in the winter months, and that the Tenants "continued to do farm chores" in the summer, despite the lack of renewed tenancy agreement, and despite there being "very little work" then.

When I consider the evidence before me overall, on this point, I find that the Landlords have not provided sufficient evidence to support that their claim in this regard was justified. I, therefore, dismiss this claim without leave to reapply.

Summary and Set off

I find that this claim meets the criteria under section 72(2)(b) of the Act to be offset against the Tenants' security deposit of \$300.00 in partial satisfaction of the Landlords' monetary award. I also award the Landlords with recovery of their \$100.00 Application filing fee.

The Landlords have been successful in their claims, as follows:

	For	Amount
1	Application filing fees	\$100.00
2	Legal costs	\$0.00
3	Fridge handle replacement Labour for handle replacement	\$0.00
4	Removal of bent key in lock	\$105.00
5	Cleaning supplies Cleaning 35 hours x \$25.00 per hour	\$41.90 \$500.00
6	Hauling garbage for disposal 2 hours x \$45.00 per hour	\$0.00
7	Unpaid rent and horse boarding 5 months at \$1,400.00 per month	\$0.00
	Sub Total	\$746.90
	Security Deposit	(\$300.00)
	Farm work 18.5 hours x \$20.00/hour	(\$370.00)
	Total monetary order claim	\$76.90

I grant the Landlords a monetary award of \$836.90, pursuant to section 67 of the Act. The Landlords are authorized to retain the Tenants' \$300.00 security deposit in partial satisfaction of this award. Further, the Landlords had set out in their submissions that they intended to deduct a debt owing to the Tenants in the form of farm work hours of \$370.00, which I have deducted from the monetary award. I, therefore, grant the Landlords a monetary order for the remainder in the amount of **\$76.90**, pursuant to section 67 of the Act.

Conclusion

I find that the Landlords have established a total monetary award of **\$746.90**, including recovery of the \$100.00 Application filing fee.

I find that this claim meets the criteria under section 72(2)(b) of the Act to be offset against the Tenants' security deposit of \$300.00 in partial satisfaction of the Landlords' monetary claim. The Landlords also indicated that they owe the Tenants \$370.00 for farm work done, which they deducted from their claim in the Application.

I grant the Landlords a Monetary Order pursuant to section 67 of the Act for the balance owing by the Tenants to the Landlords in the amount of **\$76.90**.

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 24, 2020

Residential Tenancy Branch