



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CASCADIA APARTMENT RENTALS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

Tenant:.....MNDCT, MNSD, FFT

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

Introduction

This hearing dealt with cross applications for Dispute Resolution under the *Residential Tenancy Act* ("Act") by the Parties.

In her application, the Tenant claims:

- Compensation for monetary loss or other money owed in the amount \$4,049.50;
- All or part of security deposit returned in the amount of \$1,000.00; and
- Recovery of the \$100.00 application filing fee.

In their application, the Landlord claims:

- a monetary order for unpaid rent in the amount of \$2,000.00, retaining the security deposit to apply to this claim;
- a monetary order for damage or compensation for damage under the Act, in the amount of \$96.00, retaining the security deposit for this claim; and
- Recovery of the \$100.00 application filing fee.

The Tenant and an agent for the Landlord, L.Z. ("Agent"), 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. Three witnesses, one for the Tenant, D.T., and two for the Landlord, L.U. and Z.R., also appeared and gave affirmed testimony.

During the hearing the Parties were given the opportunity to provide their evidence

orally and 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 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.

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.

Preliminary and Procedural Matters

The Parties provided their email addresses in their respective applications and confirmed them at the outset of the hearing. They also confirmed their understanding that the Decision would be emailed to both Parties and any orders sent to the appropriate Party.

Issue(s) to be Decided

- Is the Tenant entitled to a monetary order, and if so, in what amount?
- Is the Landlord entitled to a monetary order, and if so, in what amount?
- Is either Party entitled to the recovery of the \$100.00 filing fee?

Background and Evidence

The Parties agreed that the rental unit is a 30-year old townhouse with two bedrooms, a den and 1½ bathrooms. The Parties agreed that the periodic tenancy began on August 1, 2018, with a monthly rent of \$2,000.00, due on the first day of each month. The Parties agreed that the Tenant paid the Landlord a security deposit of \$1,000.00, and no pet damage deposit. The Agent confirmed that the Landlord still held the security deposit.

The Parties agreed that they did a condition inspection of the rental unit on August 1, 2018, at the start of the tenancy, and that the Agent gave the Tenant a copy of the condition inspection report (“CIR”). They also agreed that they conducted a move-out

condition inspection of the rental unit on August 6, 2019. The Parties agreed that the last day of the tenancy was July 28, 2019 and that the Tenant emailed the Agent her forwarding address on August 1, 2019. The Agent confirmed that she had received this email from the Tenant.

In her application, the Tenant listed the items for which she was claiming compensation from the Landlord. I have listed these items in the following table.

TENANT'S CLAIMS:

	FOR	REASON	Amount
1	Frustration of tenancy	Return of security deposit	\$1,000.00
2	July rent	Wasn't able to live there, couldn't work	\$2,000.00
3	Defrosted/spoiled food		\$800.00
4	Moving expenses		\$1,249.50
5	Filing fees		\$100.00
		Total monetary order claim	\$5,149.50

#1 Return of the security deposit → \$1,000.00

The Tenant said that she left the rental unit in “good, clean condition – cleaner than when I got it”. She said there was no damage at all, therefore, the Agent should have returned the security deposit.

The Agent said:

When we did the move- out inspection on August 6, 2019, I charged [the Tenant] \$80.00 for cleaning; it wasn't clean. I took \$16.00 for cleaning materials, and [the Tenant] agreed with that completely. There were marks on walls and windows that weren't clean. She agreed verbally, but refused to sign over the security deposit, because I put rent owing at \$2,000.00 for August rent, because she provided us with late notice of termination.

The Tenant said that she did not verbally agree to the cleaning amount on the CIR. She said: “[The Agent] hadn't written down that it was net deduction of – keep the security deposit and charging a cleaning amount. I didn't agree to that at that point either. The

\$2000.00 was added in after our meeting on August 6.”

The Agent said: “I don’t agree with that answer. I allowed [the Tenant] to do a picture of the security deposit refund - what she didn’t sign – because she did comment on it. And she knows about the actual amount – that I just calculate everything. I’m asking her to pay \$1,096.00.”

#2 July 2019 Rent → \$2,000.00

The Tenant listed issues she had with the condition of the rental unit, which went to the heart of this claim. She said that the Landlord should compensate her one month’s rent for having to tolerate the deficiencies. She said:

There were a lot of issues with this unit from the beginning. I didn’t see it before move-in date. I signed in June to take the unit. They had to evict the tenant and fix it up; I was told it would be new.

The Tenant listed the deficits in the rental unit, some that she discovered when she moved in, and some that occurred during the course of the tenancy. The Tenant said that she noticed some of these during the move-in inspection. She said the Agent told her to write up a deficiency report about the things with which she was not happy, rather than noting them down on the CIR. The Tenant said the items with a check mark below were written down on the deficiency report, and the other items occurred later in the tenancy.

- ✓ trimming trees to make it lighter and brighter – trees blocked natural light;
- ✓ upper, kitchen cabinets were old and decrepit;
- X poor workmanship on a new bathroom counter;
- ✓ haven’t completed the baseboard in the kitchen cabinets;
- ✓ window in master bedroom fell out of socket three times – it was almost December before new windows were in;
- X putrid smell in the kitchen – a rat had died in the connecting wall with my neighbour. Pest control said the rat had died in the exhaust system above the stove and that the large, gaping holes where the baseboards were not finished allowed the smell coming in to unit, and it would be an ongoing issue for me.
- X walls are blistering in places that aren’t painted;
- X lights in the living room and dining room flickered persistently; and
- X incidents of no hot water.

The Tenant said that the Agent will not fix a number of other deficiencies on her list, such as:

- drawer near stove can't open, unless the stove door is opened;
- drawer near wall scrapes against wall when it is opened;
- smells in upper cabinet lingers, despite continual cleaning;
- upper cabinet door above sink – also held up by duct tape – needs to be replaced;
- lower cabinet door near sink: i) corner is lifting; and ii) baseboard is not put in right; and
- lower cabinet lifts off stove – there is no baseboard.

The Agent said that before the tenancy, they completely renovated the unit. She said:

The renovations were done in-house. Most of the complaints I refused, because it was done by professionals. We changed the floor, painted the house, build new cabinets and counters. We changed all appliances: new fridge, new stove, new dishwasher, new dryer, and new washer. Probably we missed some small things. But everything was written down on the CIR. [The Tenant] had the chance to sign or not sign this paper and also write down what didn't satisfy her. You can see all the comments. Also, we did answer all complaints and did all repairs in 24 hours. Usually our tenants have to send requests to us by internet. But [the Tenant] never sent any requests or answered her calls. She wasted my time and the company time every time.

[The Tenant] was complaining about rats. Unit 42 was involved in the situation and had rats dying in walls, but unit 42 never complained and is still inside the unit. I don't know why [the Tenant] can't stay and #42 can stay.

#3 Defrosted/Spoiled Food → \$800.00

The Tenant said that in July, a new hot water tank was installed. The Tenant said that the electrician told her that there were major issues in this unit, and they would have to wait for parts. The Tenant said that when she returned to her unit that day, there was no electricity in the rental unit, and the food in the refrigerator had completely defrosted and spoiled. She said she called the Agent at 4 o'clock, 6 o'clock, and 10 o'clock, but had no reply.

I asked the Tenant how she arrived at \$800.00 for the cost of spoiled food and she said it was an estimate. She said:

I didn't know what to put down. I have a son who was living with me until he couldn't stand the situation any more. Our freezer and fridge were filled with food. This would have been around July 21, 2019. I intended to give her [a month's] notice, but didn't think I could stay there until August 31. When I returned to no electricity in the rental unit, there was completely defrosted and spoiled food in the fridge. I wanted to move out as soon as I could. The disruption to my business and home life was intolerable. I hand delivered a letter to [the Agent].

The Agent said

[The Tenant] was our tenant before. Why come back? Why does a person sign all parts of agreement including [clause] 11 and continue, if she doesn't agree to something? If I sign a paper, I always answer the questions by the form.

Clause 11 of the tenancy agreement states that the Tenant "shall use the premises for PRIVATE RESIDENTIAL PURPOSES ONLY and not for any unlawful, commercial or business purposes." [emphasis in original]

In terms of the refrigerator, the Agent said:

In my opinion, the fridge was working all the time. If some few minutes a fridge doesn't work, food never defrosts, because the fridge was new. If she doesn't agree, she can complain about the appliances to the company who did this.

The big problem when the electricity goes off, it never can stay that way more than one hour, maximum three hours. The electricity wasn't gone a long time. If you have a question, you can call [the electrician's company] and they will explain in a more professional way. I don't agree with her about the frozen food. Other units didn't complain about this, only about the blink in electricity.

The Tenant said:

I did live in this same unit over 10 years ago for a couple of years. I enjoyed the time we lived there. I had nothing but good feelings and relations with the people at the unit.

The point is that this was extraordinary circumstances that happened at the end. The unit was much more run down than it was the first time. The workmanship was not great. She asked me to detail a list of deficiencies and [the caretaker]

said they would work on these things. By February, they were not done – or wouldn't be done at all.

I signed tenancy agreement with that understanding in June 11, 2018 at her office. I was not allowed to see the unit, because they needed to evict the tenant. When we did the CIR on July 4, we were both not satisfied with the work, and she said to write up a deficiency report about the things I was not happy with.

#4 Moving Expenses → \$1,249.50

The Tenant said she applied for this because she said she expected to stay there for quite some time. She said: "I had no intention of moving any time soon, but the environment required that I move rather quickly." The Tenant submitted a copy of the moving company receipt, which said that she paid the company the amount she has claimed in this regard.

The Tenant said:

It was the list of deficiencies that took place at the end of June into mid-July: a lack of electricity, there was no lighting for me to pack up my things. I had to find moving company in a hurry. I also had to find storage for things that wouldn't fit in the new smaller place.

The Agent said that she has never paid moving expenses for any tenant before. The Agent said: "She could have provided proper notice, if [she was] not satisfied with our house. Why should we pay [these] expenses for her?"

The Agent noted that the Tenant claimed she had to move out quickly. But even the [electricians] explained that it wasn't dangerous to stay, given the electricity. Everything was solved; there was no reason to move out quickly. I understand she didn't do any business at home, because [clause 11 of] our agreement says you are not allowed to do any business in our rental homes."

#5 Application Filing Fees → \$100.00

I explained above that the application filing fee is generally awarded to the party who is successful in the application(s).

LANDLORD'S CLAIMS:

	Receipt/Estimate From	For	Amount
1	Cleaning company	Cleaning rental unit	\$96.00
2	Payment history	Unpaid August rent	\$2,000.00
3	Filing fees		\$100.00
		Total monetary order claim	\$2,096.00

#1 CLEANING RENTAL UNIT → \$96.00

The Agent submitted a copy of an invoice from a cleaning company who she said cleaned the inside of the rental unit. She said the amount was "...not enough to clean the whole house, but I never asked about cleaning because she was complaining so much. I took only \$80.00 for two hours for cleaning, and \$16.00 for materials. There was a big mark on the walls that had to be done. This is \$40.00 per hour of professional cleaning [two people at \$20.00 per person per hour]."

I asked the Agent how she selected this set of cleaners. She said the people she chose work full time at this. She said it is not only one person working, but sometimes two persons, sometimes three. She said:

I believe two persons were cleaning this time. In a house like this it is a big space; you can't be alone inside the house – it's difficult to be alone in a big house, if something happened. They usually work two or three together. It's not a big job with two people inside.

The Tenant said: "Is there a cleaning protocol? When I moved in, I spent hours scrubbing. And I left it in really good condition. See the photos to show that."

I find that the Tenant's photographs of the empty rental unit show that she had moved out, and it looked clean; however, the photographs were from a distance, therefore, it was difficult to see how clean surfaces in the rental unit were.

The Tenant said that she participated in the move-in and move-out inspections of the condition of the rental unit at the start and end of the tenancy. She said:

At the time of signing [the move-out CIR] on August 6, [2019], the only thing that

[the Agent] and I had agreed upon and signed was a bedroom wall – the first bedroom; she put it needed cleaning on the wall. But since then, she added that it needs cleaning on many more areas than what I had signed on the day of the inspection.

The Agent initially denied that she changed anything on the CIR. She said:

Nobody has a right to add or remove something. I promised to not touch this page, I never touched it. I have to do an explanation after that to my [cleaning] company. I only added an explanation. And as for the dirty conditions when she moved in - I see her comments in our CIR before she moved in, and it has nothing to say about cleaning. In my opinion the unit was clean [at the start].

I had to focus the cleaners on what had to be done. [The Tenant] said only one wall, but I don't think so. So I charged from [the Tenant's] deposit.

The Agent acknowledged having written the "needs cleaning" comments on the CIR for the cleaners after she and the Tenant had signed it.

#2 UNPAID RENT OWING FOR AUGUST 2019 → \$2,000.00

The Agent said:

First, it was late notice. If a tenant [gives] late notice, it's his responsibility to pay the next month's rent. We did the security deposit paper – our inspection – on August 6. It was already August, so I have to charge August rent.

On July 31, [the Tenant] send mail to us and asked us to not charge August rent. But why would the company allow her to move out without proper notice? Why did the inspection happen on 6th of August 2019? [The Tenant] called me and we decided to meet on this date, because she told me she doesn't have any time before 4 pm on August 6.

The Tenant said:

Actually, it was [the Agent] who told me she couldn't meet until August 6. See the list of emails and times I called her and her office in July. I let them know that I was going to be moving on July 30 – I called her to let her know the unit is ready. I drove back in from Vancouver and met with her.

The Agent also referred to the Tenant's comments in her July 31, 2019 email that she still had boxes inside the rental unit on July 31. The Agent said this demonstrates that the Tenant was not, in fact, moved out that day. The Agent also said they could not advertise and show the rental unit until after the condition inspection on August 6, 2019, because the Tenant had installed a security system.

The Tenant said that she meant that she was living out of boxes, and that she had already moved her furniture and belongings out, other than the few boxes, from which she was living at that time.

The Tenant also said:

I wasn't the only tenant who had an alarm system. We have had lots of times that [the Agent] called me up – I even remotely turned off the alarm for her. I could see the people coming and going. In the course of the year, we never had any issues with that. I also would receive a notice in the mail, 24-hour notice that someone was coming. I would make sure the alarm system was off. [The Agent] has never had trouble coming into my place whether I was there or not.

She didn't respond to my email on July 31. She said we have to do it together when it is vacant. I asked her why that long to meet up. She wasn't free until then. That was done by phone.

The Tenant's July 31, 2019 email referenced by the Parties was not with the other emails in evidence before me, nor was I directed to where it was in either Parties' evidence.

#3 Application Filing Fees → \$100.00

As noted above for the Tenant, this fee is awarded, depending on a Party's success in their application.

Analysis

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

At the start of the hearing, I let the Parties know how I would be analyzing the evidence presented to me. I said 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 your case, that you as an Applicant must prove:

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

("Test")

TENANT'S CLAIMS:

#1 RETURN OF THE SECURITY DEPOSIT → \$1,000.00

The Tenant provided her forwarding address to the Agent on August 1, 2019, and the tenancy ended on July 28, 2019. Section 38(1) of the Act states the following about the importance of these dates and the security deposit:

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

(a) the date the tenancy ends, and

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

the landlord must do one of the following:

(c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;

(d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

The Landlord was required to return the \$1,000.00 security deposit within fifteen days after August 1, 2019, namely by August 16, 2019, or to apply for dispute resolution to claim against the security deposit, pursuant to section 38(1). The Agent provided no evidence that they returned any amount; however, the Agent applied for dispute resolution on August 15, 2019, claiming against the security deposit. Therefore, I find the Landlord complied with their obligations under section 38(1). Accordingly, I find that

the Landlord is not liable to repay double the security deposit back to the Tenant. I find that the Landlord must return the Tenant's **\$1,000.00** security deposit, which will be dealt with through the set off of awards at the end of this Decision.

#2 JULY 2019 RENT → \$2,000.00

Landlords' and tenants' rights and obligations for repairs are set out in section 32 of the Act, which states:

Landlord and tenant obligations to repair and maintain

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

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

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

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

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

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

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

The Agent said that the rental unit was renovated prior to this tenancy beginning. However, I find from the evidence before me regarding the condition of the rental unit, including and the Tenant's deficiency list indicates that the rental unit is aging and was not fully renovated prior to her moving in. In particular, if the previous tenant was still in the unit in June 2019, which prevented the Tenant from viewing it ahead of time, I find that there would not have been time for the Landlord to renovate the rental unit between tenancies, as the Agent suggested happened. However, I find that the Tenant was aware of many of these inadequacies at the start of the tenancy and was counting on the Landlord's commitment to fix them.

I find that items on the Tenant's deficiency list includes a number of items that are consistent with the residential property being 30 years old. The Tenant benefited from having relatively new appliances, but she suffered the inconvenience of having to await repair of other aging items in the rental unit. When I consider the evidence before me overall, I find that the Tenant has not provided sufficient evidence to establish that the Landlord failed to repair and maintain the condition of the rental unit, having regard to the age of the rental unit; however, given the number of deficiencies that she said she experienced in this one-year tenancy, I award her a nominal amount of ten percent of the monthly rent or **\$200.00** pursuant to Policy Guideline #16.

#3 DEFROSTED/SPOILED FOOD → \$800.00

Based on the evidence before me on this matter, I find that the Tenant has established the first two steps in the test, that she suffered a loss, because of repair work that went on in the residential property. However, the Tenant did not make any attempt to evaluate the amount and type of food that was spoiled. I find it hard to believe that everything in the refrigerator and freezer was ruined. The Tenant did not provide a list of items that were spoiled, nor of the cost of such items at the time. I find that this claim fails on that ground – that the Tenant did not provide sufficient evidence to establish the value of her loss on a balance of probabilities. As a result, I dismiss this item without leave to reapply.

#4 MOVING EXPENSES → \$1,249.50

I find that the Tenant did not provide sufficient evidence to explain why she “had to leave quickly.” Further, I advised the Parties that moving expenses are not recoverable pursuant to the Act. I, therefore, dismiss this claim without leave to reapply.

#5 APPLICATION FILING FEES → \$100.00

The Tenant was primarily unsuccessful in her application; therefore, I decline to award her recovery of the \$100.00 application filing fee. I dismiss this claim without leave to reapply.

LANDLORD'S CLAIMS:

#1 CLEANING RENTAL UNIT → \$96.00

As is the case with the Tenant in her claims, the Landlord has the burden of proof in

establishing their claims in their application. Based on the Tenant's photographs of the rental unit at the end of the tenancy, and the Agent's acknowledgement that she amended the CIR after the Parties had signed it, I find that the Landlord has not provided sufficient evidence to prove on a balance of probabilities that the rental unit needed two people to clean for two hours each. I, therefore, dismiss this claim without leave to reapply.

#2 UNPAID RENT OWING FOR AUGUST 2019 → \$2,000.00

Parties who intend to end a tenancy have specific notice requirements for advising the other party of the end of a tenancy. Tenants' requirements are set out in section 45 of the Act, as follows:

Tenant's notice

45 (1) A tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that

(a) is not earlier than one month after the date the landlord receives the notice, and

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

(2) A tenant may end a fixed term tenancy . . .;

(3) If a landlord has failed to comply with a material term of the tenancy agreement and has not corrected the situation within a reasonable period after the tenant gives written notice of the failure, the tenant may end the tenancy effective on a date that is after the date the landlord receives the notice.

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

I find that the Tenant did not provide sufficient evidence or even suggest that the Landlord failed to comply with a "material term" of the tenancy agreement, pursuant to subsection 45(3) of the Act.

Section 26 of the Act states: "A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with the Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent." There is no evidence before me that the Tenant had a right to deduct any portion of the rent from the monthly rent due to the Landlord in August.

I find that pursuant to section 45 of the Act, the Tenant's July 15, 2019 notice to end the tenancy took effect on August 31, 2019. This was not earlier than one month after the date the landlord received the notice, and it is on the day before the day in the month that rent is payable under the tenancy agreement. As such, I find that the Tenant did not give the Landlord sufficient notice to end the tenancy on July 31, 2019, as she had intended. Accordingly, I find that the Landlord is successful in their claim for recovery of rent for August 2019. I, therefore, award the Landlord **\$2,000.00** in this regard.

#3 APPLICATION FILING FEES → \$100.00

As the Landlord was more successful overall in their application, I award them recovery of the \$100.00 application filing fee.

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 Tenant's pet damage deposit of \$000.00 in partial satisfaction of the Landlord's monetary claim.

	FOR	REASON	Amount awarded
1	Frustration of tenancy	Return of security deposit	\$1,000.00
2	July rent	Wasn't able to live there, couldn't work	\$200.00
3	Defrosted/spoiled food		\$0.00
4	Moving expenses		\$0.00
5	Filing fees		\$0.00
		Sub-total of Tenant's awards	\$1,200.00
1	Cleaning company	Cleaning rental unit	\$0.00
2	Payment history	Unpaid August rent	\$2,000.00
3	Filing fees		\$100.00
		Sub-total of Landlord's awards	\$2,000.00
		Landlord's award	\$900.00

Based on the evidence before me overall, the Landlord is granted a monetary order from the Tenant in the amount of **\$900.00**, pursuant to section 67 of the Act.

Conclusion

The Tenant is partially successful in her application, having been awarded recovery of the \$1,000.00 security deposit from the Landlord. The Tenant was also granted a nominal award of \$200.00 from the Landlord for compensation for the issues that arose in the year-long tenancy. The Tenant's other claims were dismissed without leave to reapply, as the Tenant provided insufficient evidence to prove these claims on a balance of probabilities.

The Landlord was unsuccessful in their claim to recover the cost of cleaning the rental unit after the tenancy ended, as they did not provide sufficient evidence that the rental unit needed this cleaning. Further, the Agent acknowledged having amended the CIR after the Parties had signed it. I find this decreases the usefulness of the document in determining responsibility for cleaning and/or any damage set out on the CIR.

The Landlord is successful in their claim to recover unpaid rent that was owing by the Tenant for August 2019. As such, I awarded the Landlord with \$2,000.00 for this claim. Given the Landlord's greater success than that of the Tenant, I also award the Landlord recovery of the \$100.00 application filing fee from the Tenant.

After set-off, the awards granted to the Parties equate to the Landlord recovering \$900.00 from the Tenant. Therefore, the Landlord is awarded a Monetary Order in the amount of **\$900.00**.

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: May 19, 2020

Residential Tenancy Branch