Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding VANCOUVER LUXURY REALTY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCL-S, MNDL-S, FFL (Landlords)
MNSD, MNDCT, FFT (Tenant)

Introduction

This hearing was convened by way of conference call in response to cross applications for dispute resolution filed by the parties.

The Tenant filed the application March 03, 2020 (the "Tenant's Application"). The Tenant sought compensation for monetary loss or other money owed, return of double the security deposit and reimbursement for the filing fee.

The Landlords filed the application June 15, 2020 (the "Landlords' Application"). The Landlords sought compensation for damage to the rental unit, compensation for monetary loss or other money owed, to keep the security deposit and reimbursement for the filing fee.

H.K. appeared at the hearing for the Tenant. The Tenant appeared at the end of the hearing and was given an opportunity to add to the submissions of H.K. The Agent for the Landlords and Office Manager appeared for the Landlords. I explained the hearing process to the parties who did not have questions when asked. The parties provided affirmed testimony.

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

H.K. sought an adjournment at the outset of the hearing on the basis that the Tenant had gone to the hospital two hours previously. H.K. is the Tenant's partner. H.K. confirmed she had authority to appear for the Tenant at the hearing if it was not adjourned. H.K. advised that she could represent the Tenant at the hearing but would prefer if the Tenant could appear.

The Agent for the Landlords did not agree to an adjournment. She said she had prepared to address the issues and the Tenant did not appear at the move-out inspection. The Agent submitted that allowing an adjournment would be unfair.

I considered rule 7.9 of the Rules of Procedure (the "Rules") and the criteria for granting an adjournment. I did not find that an adjournment would result in a resolution as that was not the basis for the request. I was not satisfied an adjournment was required to provide the Tenant a fair opportunity to be heard because H.K. had attended the hearing and advised that she was able to represent the Tenant at the hearing. I accepted that there would be some prejudice to the Landlords in adjourning as the Agent and Office Manager had prepared for the hearing and appeared at it to address the issues raised. Further, the hearing included the Landlords' Application and not solely the Tenant's Application. Balancing the above, I found that an adjournment was not appropriate in the circumstances.

I told the parties that I would not allow an adjournment. However, I told H.K. to let me know if there was a point at which she could no longer represent the Tenant properly. I told H.K. this so that I could re-consider whether an adjournment was required to provide a fair opportunity for the Tenant to be heard if H.K. did not know certain information. In general, H.K. was able to answer the questions asked and address the issues raised. H.K. seemed knowledgeable about the relevant points before me. There was only one point at which H.K. indicated she was not able to fully speak to the issue. It was my intention to ask H.K. at the end of the hearing if she felt everything had been addressed properly or if she felt it was necessary for me to hear from the Tenant. However, before ending the hearing, the Tenant joined the hearing. The Tenant was given an opportunity to address any points H.K. felt had not been fully addressed. I found the Tenant to basically make the same points H.K. had made during the hearing. I did not find the Tenant to add much to what had already been stated.

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

Issues to be Decided

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

2. Is the Tenant entitled to return of double the security deposit?

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

4. Are the Landlords entitled to compensation for damage to the rental unit?

5. Are the Landlords entitled to compensation for monetary loss or other money owed?

6. Are the Landlords entitled to keep the security deposit?

7. Are the Landlords entitled to reimbursement for the filing fee?

Background and Evidence

The Tenant sought $2,300.00 for December rent that the Landlords withdrew without his consent in circumstances where the Tenant had vacated in December.

The Landlords sought the following:

- $1,150.00 for liquidated damages
- $336.53 for damage to the walls, burnt out light bulbs and cleaning

A written tenancy agreement was submitted as evidence and the parties agreed it is accurate. The tenancy started March 15, 2019 and was for a fixed term ending March 31, 2020. Rent was $2,300.00 per month due on the first day of each month. The Tenant paid a $1,150.00 security deposit.

The written tenancy agreement includes a liquidated damages clause in term 9 of the addendum. The Tenant initialled the relevant page and signed the addendum.

The Agent testified that the Tenant vacated, keys were provided, and an inspection was done December 14, 2019.

H.K. testified that the Tenant gave notice and moved out for December 01, 2019 and was willing to give the keys back then, but the Agent said it would be mid-December before she could meet and do an inspection.

H.K. testified as follows in relation to a forwarding address. On December 14, 2020, she met with the Agent in the rental unit. She had the Tenant's forwarding address written on a piece of paper and gave the piece of paper to the Agent. The Agent said she did not need the forwarding address because the security deposit would not be

returned to the Tenant. She placed the piece of paper on the counter of the rental unit. She took a photo of it. The photo includes an audio clip which has been submitted. The Agent declined to take the piece of paper at first but then took it.

The Agent testified as follows in relation to a forwarding address. The Tenant did not dispute what the Landlords said was going to happen with the security deposit when he broke the lease early. H.K. did not insist on giving her the forwarding address. She did not pay attention to the piece of paper. She mentioned to H.K. that no forwarding address was needed, and she carried on with the move-out inspection. H.K. did mention having and giving the forwarding address. She did not accept the forwarding address because she did not know the Tenant was going to file the Tenant's Application as she had had clear communication with the Tenant that he was not going to do so.

I note that, when asked about the forwarding address, the Agent provided details not relevant to this issue, avoided the specific questions being asked despite the questions being straightforward, had to be asked questions more than once and gave different answers each time she was asked a similar question.

The parties agreed on the following. The Landlords did not have an outstanding monetary order against the Tenant at the end of the tenancy. The Tenant did not agree in writing at the end of the tenancy that the Landlords could keep some or all of the security deposit.

A Condition Inspection Report ("CIR") was submitted as evidence. The parties agreed it accurately reflects what occurred in relation to the move-in inspection. The Agent testified that a copy of the CIR was emailed to the Tenant the date of the move-in inspection or a couple days later. H.K. could not speak to whether the Tenant was emailed a copy of the CIR on move-in.

In relation to the move-out inspection, at first, the Agent said H.K. did not participate. The Agent then clarified this and testified as follows. She was writing on the move-out CIR and when writing about damage and the rental unit not being clean, H.K. said she did not want to get involved with these issues because the Tenant is the tenant. She was going to get H.K. to sign the CIR but H.K. was not willing to sign it. H.K. walked around the rental unit with her but would not sign the CIR.

H.K. testified as follows in relation to the move-out inspection. She did participate. The Agent said several times that there was no need to continue because there was no

point in doing so. She never said she was not interested in doing the inspection. She did not refuse to sign the CIR, the Agent never asked her to sign it.

The parties agreed the move-out CIR was sent to the Tenant by email December 19, 2019.

H.K. provided the following testimony and submissions in relation to the Tenant's request for December rent back. The Tenant notified the Agent at the beginning of October that he was moving out. The Tenant acknowledges breaching the fixed-term tenancy. The Agent said she would try to re-rent the unit, but the Tenant would be liable for rent if she could not find new tenants. The Agent made little to no effort to re-rent the unit. The unit looked great as the Agent stated in her text. The vacancy rate in the area was very low. The Agent showed no intention of re-renting the unit for December.

H.K. provided the following further testimony and submissions. The Agent would not agree to doing a move-out inspection in November. The Tenant had vacated, and the rental unit was empty in the third week of November.

The Agent took issue with H.K. making the above submissions versus the Tenant stating the above. The Agent testified as follows. She had clear communication with the Tenant over text. The Tenant gave notice to the Landlords October 29, 2019 for December 01, 2019. November and December are not great months to re-rent the unit in the area. She showed the unit when people requested showings. She did her best to re-rent the unit. She did say it was unlikely to re-rent for December. She advertised the unit for rent October 30, 2019. The unit was not re-rented until January 01, 2020.

The Agent testified as follows in relation to the request for $1,150.00 for liquidated damages. Term 9 in the tenancy agreement addresses this. It states that the Tenant would owe this if the lease was broken.

H.K. provided the following testimony and submissions. The Landlords only brought up the liquidated damages when the Tenant filed the Tenant's Application. The Tenant was not given prior notification that this was an issue. The liquidated damages request is punitive as it was made because the Tenant filed the Tenant's Application.

In response, the Agent testified as follows. The Landlords are not punishing the Tenant. There is an email in evidence where the Landlords mentioned liquidated damages would be an issue. She also had a phone conversation with the Tenant about this.

H.C. testified as follows. The Tenant was told the liquidated damages would be an issue over the phone and by email. The Landlords seek half the monthly rent because they have to re-charge the owner to find a new tenant. The owner pays the Landlords to find a new tenant. The invoice for this was submitted.

The Agent testified as follows in relation to the damage, light bulbs and cleaning. The Tenant was responsible to give the unit back in its' original condition. Invoices have been submitted. A handyman had to repair the walls. Light bulbs were burnt out. The kitchen and bathroom were not clean. There was hair around the unit.

H.K. testified that the rental unit was clean at the end of the tenancy. She testified that she was present with the professional cleaners who cleaned it. She testified that she did not see damage. She testified that she does not recall any light bulbs being burnt out.

At this point in the testimony, the Tenant appeared. As stated, the Tenant was given an opportunity to provide testimony and submissions. The Tenant provided the following new and relevant testimony and submissions.

He gave more than one month's notice of moving. In that month, the unit was only shown one time. The forwarding address was provided, and the Agent's statements otherwise show a lack of credibility. The liquidated damages clause is not valid if it is punitive. The Agent did not try to enforce the clause until he filed the Tenant's Application. This shows the clause is punitive and the intent is malicious. The Landlords have no right to claim for damage, light bulbs or cleaning because they had to within 15 days. He had the unit cleaned by professional cleaners. He had light bulbs replaced.

I gave the Agent and Office Manager an opportunity to reply to the Tenant. The Agent testified as follows. It is not correct that she showed the unit once, she showed it to three clients. The liquidated damages clause is not punitive. The Tenant was told this would be an issue by email. Further, it is in the tenancy agreement. The Tenant was sent the CIR and he kept silent about it.

H.C. testified as follows. The Landlords did mitigate their loss. A tenancy agreement was signed in December for Janaury 01, 2020.

The Tenant provided the following relevant evidence:

- A piece of paper with the forwarding address written on it.
- A photo from December 14, 2019 of a piece of paper on a counter and someone else in the photo. I note it is a "live" photo but I cannot listen to it as the file is uploaded as a photo file.
- Proof the Landlord withdrew $2,300.00 as a preauthorized payment on December 02, 2019.

The Landlords provided the following relevant evidence:

- An email to the Tenant dated October 29, 2019 outlining the consequences of him ending the tenancy early including a reference to section 9 of the addendum. It explains that the liquidated damages are for the cost of advertising, showing and re-renting the unit.
- Advertisements showing the unit was listed for rent for December 01, 2019 at the same rent amount on October 30, 2019 on two rental websites.
- The CIR.
- An email to the Tenant with the CIR attached sent December 19, 2019.
- An invoice for the repair of damage to the walls and light bulbs.
- An invoice for cleaning.
- A text dated November 02, 2019 from the Agent to the Tenant about showing the unit.
- An invoice for the owner for a leasing fee of $1,449.00.

Analysis

Pursuant to rule 6.6 of the Rules, it is the applicant who has the onus to prove their claim. The standard of proof is on a balance of probabilities meaning it is more likely than not the facts occurred as claimed.

Security Deposit

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

Based on the CIR, I am satisfied the Tenant participated in the move-in inspection and therefore did not extinguish his rights in relation to the security deposit pursuant to section 24 of the *Act*.

Based on the testimony of the Agent and H.K., I am satisfied H.K. did participate in the move-out inspection on behalf of the Tenant. I accept that H.K. did not sign the CIR as the CIR shows this. However, I find section 36 of the *Act* simply requires that the Tenant participate and therefore I do not find that the Tenant extinguished his rights in relation to the security deposit pursuant to section 36 of the *Act*.

It is not necessary to decide whether the Landlords extinguished their rights to the security deposit under sections 24 or 36 of the *Act* as extinguishment only relates to claims for damage to the rental unit and here the Landlords have claimed for liquidated damages, which is a separate issue.

The parties agreed the move-out inspection was done December 14, 2019 and the keys for the rental unit were provided to the Agent this date. I find the tenancy ended December 14, 2019 for the purposes of section 38(1) of the *Act*.

I am satisfied H.K. provided the Agent with the Tenant's forwarding address in writing on December 14, 2019. The parties disagreed about this. There was nothing about H.K.'s testimony that caused me to question her reliability or credibility on this point. H.K.'s testimony is somewhat supported by the photos in evidence, although the photo of the piece of paper on the counter is blurry which makes it difficult to read the piece of paper. I did have concerns about the reliability or credibility of the Agent's testimony on this point. The Agent seemed to avoid the specific questions asked in this regard, had to be asked the questions more than once and provided different answers each time she was asked. Although I do not place much weight on the Agent's testimony about what occurred, given the concerns about reliability and credibility of it, I note that some of the comments made by the Agent accord with H.K.'s version, for example that the Agent told H.K. she did not need a forwarding address. Considering the two accounts, I am satisfied it is more likely than not that H.K.'s account is accurate. Therefore, I am satisfied the Agent declined to take the forwarding address at first but then took it.

Further, even if H.K. told the Agent she had the Tenant's forwarding address, placed it on the counter of the rental unit and left it there, which I am satisfied occurred based on the testimony of H.K. and in small part on the photos in evidence, I am satisfied this is sufficient and constitutes the Tenant providing a forwarding address. I do not accept that a landlord or their agent can be made aware of a forwarding address being left on a

piece of paper on the counter of the rental unit in their presence, can choose not to take the forwarding address and then later claim they did not receive a forwarding address from the tenant. It would be contrary to the spirit of the *Act* and security deposit sections to allow a landlord or their agent to avoid receiving a forwarding address when a tenant attempts to provide it to them as required and in a proper format.

I am satisfied the Landlords received the Tenant's forwarding address on December 14, 2019.

Pursuant to section 38(1) of the *Act*, the Landlords were required to repay the security deposit or claim against it within 15 days of December 14, 2019, the date the tenancy ended and the date the Agent received the Tenant's forwarding address in writing.

There is no issue that the Landlords did not repay the security deposit as the Agent and Office Manager did not take this position.

The Landlords' Application was filed June 15, 2020, well past the 15-day deadline for filing a claim against the security deposit.

There are exceptions to section 38(1) of the *Act* set out in sections 38(2) to (4). I have found the Tenant did not extinguish his rights in relation to the security deposit. The parties agreed the Landlords did not have an outstanding monetary order against the Tenant at the end of the tenancy. The parties agreed the Tenant did not agree in writing at the end of the tenancy that the Landlords could keep some or all of the security deposit. Therefore, the exceptions do not apply here.

Given the Landlords did not comply with section 38(1) of the *Act*, and that none of the exceptions apply, the Landlords cannot claim against the security deposit and must return double to the Tenant pursuant to section 38(6) of the *Act*. The Landlords must pay the Tenant $2,300.00. No interest is owed as the amount of interest owed has been 0% since 2009.

The Landlords are still entitled to seek monetary compensation from the Tenant. The above analysis, and section 38 of the *Act*, does not preclude the Landlords from doing so. Therefore, I will now consider the remainder of the Tenant's Application and the Landlords' Application.

Compensation

Section 7 of the *Act* states:

> 7 (1) If a landlord or tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.
>
> (2) A landlord or tenant who claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement must do whatever is reasonable to minimize the damage or loss.

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

> It is up to the party who is claiming compensation to provide evidence to establish that compensation is due. In order to determine whether compensation is due, the arbitrator may determine whether:
>
> - a party to the tenancy agreement has failed to comply with the Act, regulation or tenancy agreement;
> - loss or damage has resulted from this non-compliance;
> - the party who suffered the damage or loss can prove the amount of or value of the damage or loss; and
> - the party who suffered the damage or loss has acted reasonably to minimize that damage or loss.

Tenant's Application

The Landlords already withdrew the $2,300.00 for December rent and therefore I have considered whether the Landlords were entitled to do so or whether the Landlords breached the *Act*, *Regulations* or tenancy agreement in this regard.

There is no issue that this was a fixed term tenancy ending March 31, 2020.

There is no issue that the Tenant breached the fixed term tenancy agreement by ending it December 01, 2019 as H.K. acknowledged this. The Tenant also breached section 45(2) of the *Act* by ending the fixed term tenancy early.

I accept the testimony of the Agent that the Landlords received notice from the Tenant October 29, 2019 ending the tenancy December 01, 2019. H.K. testified that the Tenant notified the Landlords at the beginning of October that he was moving out. Notices to end tenancy must be in writing as stated in sections 45(4) and 52 of the *Act*. A landlord is not required to accept notices to end tenancy that are not in writing. The Tenant did not provide documentary evidence showing he gave written notice earlier than October 29, 2019. Further, the Landlords submitted an email dated October 29, 2019 asking that the Tenant provide them with written notice of ending the tenancy. Based on all the evidence, I am satisfied the Landlords received notice October 29, 2019 ending the tenancy December 01, 2019.

I am satisfied the Landlords mitigated their loss in relation to December rent. I am satisfied based on the advertisements in evidence that the Landlords listed the unit for rent immediately, on two rental websites for the same rent amount. I am satisfied based on the text messages in evidence that the Landlords were showing the unit by November 03, 2019. I am satisfied based on the email in evidence that the Landlords also asked to connect with the Tenant about a family he had said might be interested in the unit. Further, the Landlords submitted the tenancy agreement with the new tenants which shows they signed it December 09, 2019. I acknowledge that it was to start January 01, 2020 and find this reasonable given the date of signing. I am satisfied the Landlords re-rented the unit one month and twelve days after the Tenant gave notice. Although this is not quick, I accept that it is within a reasonable timeframe. I also accept that November and December are less desirable months for prospective tenants to move although I do not place much weight on this.

H.K. and the Tenant submitted that the Landlords did not do enough to re-rent the unit. However, the Tenant did not submit any documentary evidence to support this position and the Landlords' documentary evidence suggests otherwise.

I am satisfied the Landlords mitigated their loss. I am satisfied the Landlords were entitled to December rent. The Tenant breached the *Act* and tenancy agreement. The Landlords mitigated their loss by taking steps to re-rent the unit immediately. The new tenancy agreement shows the Landlords did not re-rent the unit until January 01, 2020. Therefore, the Tenant's breach otherwise would have resulted in the Landlords' loss of rent for December in the amount of $2,300.00.

I do note that I am not validating the Landlords' actions of withdrawing rent from the Tenant's account after the date the Tenant ended the tenancy by notice without the Tenant's express consent. I am not saying this is a process I agree with. However, I

find the issue before me at this point is whether the Tenant should be reimbursed for December rent. I am not satisfied the Tenant should be reimbursed for December rent because the Landlords did not breach the *Act*, *Regulations* or tenancy agreement by taking December rent and would have otherwise been entitled to compensation for December rent.

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

In total, the Landlords must pay the Tenant $2,400.00 as double the security deposit and reimbursement for the filing fee.

Landlords' Application

Policy Guideline 4 addresses liquidated damages and states in part:

> A liquidated damages clause is a clause in a tenancy agreement where the parties agree in advance the damages payable in the event of a breach of the tenancy agreement. The amount agreed to must be a genuine pre-estimate of the loss at the time the contract is entered into, otherwise the clause may be held to constitute a penalty and as a result will be unenforceable. In considering whether the sum is a penalty or liquidated damages, an arbitrator will consider the circumstances at the time the contract was entered into.
>
> There are a number of tests to determine if a clause is a penalty clause or a liquidated damages clause. These include:
>
> - A sum is a penalty if it is extravagant in comparison to the greatest loss that could follow a breach.
> - If an agreement is to pay money and a failure to pay requires that a greater amount be paid, the greater amount is a penalty.
> - If a single lump sum is to be paid on occurrence of several events, some trivial some serious, there is a presumption that the sum is a penalty.
>
> If a liquidated damages clause is determined to be valid, the tenant must pay the stipulated sum even where the actual damages are negligible or non-existent. Generally clauses of this nature will only be struck down as penalty clauses when they are oppressive to the party having to pay the stipulated sum. Further, if the clause is a penalty, it still functions as an upper limit on the damages payable

> resulting from the breach even though the actual damages may have exceeded the amount set out in the clause.

Term 9 of the addendum is a liquidated damages clause. The Tenant initialled this page of the addendum and signed the addendum, which formed part of the tenancy agreement. The Tenant is bound by the liquidated damages clause.

The liquidated damages clause states that the sum of half month's rent will be paid by the Tenant to the Landlord if the Tenant breaches the fixed term tenancy before the end of the original term. The term states that the sum is for damages and is not a penalty. It states that it is for the administration costs of re-renting the unit.

There is no issue that the Tenant breached the fixed term tenancy by ending it early as the parties agreed this occurred. Therefore, the liquidated damages clause applies.

The term sets out a sum of half month's rent being $1,150.00. The sum is not extravagant compared to the greatest loss that could follow a breach. The cost is to cover re-renting the unit, as stated in term 9. The company Landlord re-rented the unit for the owner, Landlord K.M. The Landlords submitted the invoice for this showing it cost $1,449.00, more than the liquidated damages sum. I find this amount reasonable considering the time it takes to re-rent a unit including posting advertisements, doing showings as well as dealing with prospective and new tenants.

I do not find the amount oppressive to the Tenant. I do not find the amount to be high considering what it is meant to cover. I do not find the amount alone excessive. I note that it is only half the monthly rent the Tenant was paying.

H.K. and the Tenant submitted that the amount is a penalty because the Landlords only sought it after the Tenant filed the Tenant's Application. I do not accept this for two reasons. First, whether the liquidated damages clause is a penalty as outlined in Policy Guideline 4 is not based on when the Landlords applied to the RTB to recover the liquidated damages. Further, I do not accept that the sum is a penalty based on the relevant considerations as set out above. Second, I do not accept that the Landlords only raised this as an issue once the Tenant filed the Tenant's Application as the Landlords explicitly stated in their email dated October 29, 2019 that the Tenant would be charged liquidated damages.

Given the above, I am satisfied the Landlords are entitled to liquidated damages and award them $1,150.00.

In relation to damage, light bulbs and cleaning, section 37(2) of the *Act* states:

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

The Agent testified that a handyman had to repair walls in the rental unit at the end of the tenancy, light bulbs were burnt out and the unit was not clean. H.K. and the Tenant disputed these points. The only evidence the Landlords provided to prove these points is their testimony, the CIR and invoices. I do not find the invoices detailed enough to satisfy me as to the state of the rental unit at the end of the tenancy. The CIR was not agreed to or signed by H.K. or the Tenant and therefore is not of much assistance given H.K. and the Tenant disagree with it. I would expect to see photos of the issues claimed in these circumstances. The Landlords have not submitted photos or similar compelling evidence showing the state of the rental unit at the end of the tenancy. Therefore, I am not satisfied the Tenant breached section 37 of the *Act* and am not satisfied the Landlords are entitled to compensation for damage, light bulbs or cleaning.

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

In total, the Tenant must pay the Landlords $1,250.00 as liquidated damages and reimbursement for the filing fee.

Summary

The Landlords must pay the Tenant $2,400.00. The Tenant must pay the Landlords $1,250.00. Therefore, pursuant to section 72(2) of the *Act*, the Landlords can keep $1,250.00 of the monies owed to the Tenant and are only required to pay the Tenant $1,150.00. The Tenant is issued a monetary order for this amount.

Conclusion

The Landlords must pay the Tenant $2,400.00. The Tenant must pay the Landlords $1,250.00. Therefore, the Landlords can keep $1,250.00 of the monies owed to the Tenant and are only required to pay the Tenant $1,150.00. The Tenant is issued a monetary order for this amount. This order must be served on the Landlords as soon as

possible. If the Landlords do not comply with the Order, it may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.

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

Dated: July 21, 2020

Residential Tenancy Branch