Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

For the landlords: MNDL-S MNRL-S MNDCL-S FFL
For the tenant: MNSD FFT

Introduction

This hearing was convened as a result of an Application for Dispute Resolution (application) by both parties seeking remedy under the *Residential Tenancy Act* (the Act). The landlords applied for a monetary order in the amount of $8,460.50 for unpaid rent or utilities, for damages to the unit, site or property, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, and to recover the cost of the filing fee. The tenant applied for double their security deposit and pet damage deposit, and for the recovery of the cost of the filing fee under the Act.

The hearing began on June 8, 2020, and after 60 minutes was adjourned to allow additional time to consider evidence from the parties. Attending for the landlords were the landlords and a witness DM. Attending for the tenant was the tenant and witness GJ. Neither witness was called by either party during the hearing. The hearing process was explained to the parties and an opportunity was given to ask questions about the hearing process. Thereafter the parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing and make submissions to me.

An Interim Decision was issued dated June 8, 2020, which should be read in conjunction with this decision. On July 10, 2020, the hearing reconvened and after an additional 148 minutes, the hearing concluded after a total of 208 minutes. The parties provided sufficient evidence of service during the hearing and the registered mail tracking numbers to support that both parties were served in accordance with the Act.

I have 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. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Preliminary and Procedural Matters

Firstly, the parties confirmed their respective email addresses during the hearing and confirmed that they understood that the decision and any related orders would be emailed to the appropriate parties.

Secondly, the tenant was advised that their application was being dismissed without leave to reapply, as the landlords previously applied on September 9, 2019, claiming towards the tenant's security deposit and pet damage deposit, which I find was within required 15 days of the end of tenancy date, which the landlords stated was August 27, 2019 at noon. I find the fact that the previous arbitrator did not deal with the security deposit and pet damage deposit does not change the fact that the original application, which was dismissed with leave to reapply, was filed in accordance with section 38 of the Act. Therefore, I find the tenant is not entitled to the doubling provision under section 38 of the Act. The tenant is not granted the filing fee as a result of the above.

Given the above, the hearing continued with the landlords' application only, as the tenant's application did not have merit and was dismissed without leave to reapply. The parties were advised that I would deal with both deposits (combined deposits) in this decision.

Issues to be Decided

- Are the landlords entitled to a monetary order under the Act, and if so, in what amount?
- What should happen to the tenant's security deposit and pet damage deposit under the Act?
- Are the landlords entitled to the recovery of the cost of the filing fee under the Act?

Background and Evidence

A copy of the tenancy agreement was submitted in evidence. A fixed-term tenancy began on September 1, 2018 and required vacant possession on August 27, 2019. Although the tenant stated that they vacated on August 23, 2019, the tenancy end date is listed as August 27, 2019 and the landlords confirmed they did not receive the keys to the rental unit until noon on August 27, 2019. During the tenancy, the monthly rent was $3,108.00 and was due on the 30th day of the month prior. The parties confirmed that the tenant paid a security deposit of $1,554.00 and a pet damage deposit of $1,554.00 for a total of $3,108.00 in combined deposits, which the landlords continue to hold.

The landlords' monetary claim of $8,460.50 I find contained an addition error and is actually comprised of $8,363.14 as follows:

ITEM DESCRIPTION	AMOUNT CLAIMED
1. Re & Re dbl vanity, garage door trim repair and install new garage door opener	$2,925.00
2. Re & Re top-glass on stovetop	$755.90
3. Excessive water bill	$2,132.00
4. Carpet shampoo	$264.54
5. Full interior cleaning	$585.90
6. Outdoor yard damages	$492.80
7. Bedroom wall repair/paint	$450.00
8. Broken kitchen blinds	$360.00
9. Rent portion owing for August 2019	$297.00
10. Filing fee	$100.00
TOTAL	**$8,363.14**

Regarding item 1, the landlords have claimed $2,925.00 for the cost to remove and reinstall a new double vanity, to repair damaged garage door trim, and install a damaged garage door opener. The landlords referred to the incoming Condition Inspection Report (CIR) dated September 3, 2018 and the outgoing CIR dated August 27, 2019 in support of their claims. The landlords stated that the outgoing inspection was scheduled with the tenant by posting the notice of the inspection on the tenant's door and advising the tenant by email. The landlords stated that while the tenant attended, the tenant failed to participate and stood in the kitchen instead with their hands crossed and refused to go through the unit with the landlords. The landlords stated that the tenant provided a letter with their written forwarding address on August

27, 2019. The tenant confirmed that they did not surrender any portion of their combined deposits.

Two pages of the CIR were missing as they appear to have been missed when scanning the evidence into the dispute resolution system. As a result, pages 2 and 4 of the four-page CIR were not submitted in evidence for my consideration.

The landlords referred to a colour photo, which the landlords testified showed a stain on the right sink of the double-sink vanity. The landlords stated that the double vanity was purchased from Rona and that they and the companies contacted for two quotes, could not source the same or suitable replacement for the size of the double vanity. The landlords did not state that the double vanity has been replaced and there is no dispute that the rental unit has been re-rented since the tenant vacated the rental unit.

The landlords stated that regarding the garage door trim, that the tenant damaged the trim during the tenancy and that the damage was purposeful as there are gouges out of the trim, not just scratches. The landlords testified that the garage door trim was in very good condition at the start of the tenancy as the was a full renovation before the tenancy began. The landlords also stated that there was a blood stain on the wall under the gouges shown in the photo, which the tenant did not dispute. For the garage door opener, the landlords referred to a photo showing a broken button and that the landlords assume the tenant punched or hit the button causing it to crack apart.

The tenant’s response to item 1, was that the vanity was fully functional and did not need to be replaced as claimed by the landlords. The tenant stated that the vanity was cheap plastic and not ceramic and that the surface allowed colours to penetrate it. The tenant did confirm that the vanity was stained but denies that it was from colouring their hair with dye. The tenant stated that the colour was “letting go”. The tenant stated that the landlords should have contacted Rona for a warranty claim due to an inferior product and the tenant denies that the door trim photo was taken during their tenancy. Finally, the tenant states that the garage door opener photo looked that way after their tenancy and questioned when the photo was taken. The tenant stated that the garage was used for storage only and that the quote was provided 3.5 months after the tenancy ended. The tenant stated that new tenants moved into the rental unit 3 days after the tenant vacated, which the landlords did not dispute. The tenant also denied that a garage remote was provided by the landlords during the tenancy.

The landlords provided a rebuttal by stating that the tenant received the full house in top notch condition as indicated in the incoming CIR and that under section W, 1 parking

remote is indicated as having been provided to the tenant at the start of the tenancy, which the tenant is now denying they were provided. The landlords also pointed out that the tenant signed that they agreed with the incoming CIR and that they were present for the inspection.

The landlords also testified that the company who provided the quote TW, said it was not fixable and was a quality unit. The landlords stated that they are not seeking the tax on top of the quoted price from TW. The tenant's response to the landlords' rebuttal was that no good contractor would do an inspection and provide a "sku" number on their quote if the item was not available and that the landlords' evidence included a "sku" number in the landlords' quote from TW. The tenant also replied that the landlords must have changed the incoming CIR after it was signed as the tenant denies receiving a remote for the garage door.

Regarding item 2, the landlords have claimed $755.90 for the cost to remove and reinstall a new glass cooktop for the stove. The landlords referred to a quote received by email which indicates two prices, the lowest of which was $755.90. The landlords testified that the stove was new at the start of the tenancy and referred to a receipt in the amount of $898.00 submitted in evidence. The landlords testified that they had the stove cleaned to remove the massive etching and scratches and that while some minor scratches came out, it was not repairable. The date of the receipt from the landlords for the purchase of the original stove indicated a delivery date of May 17, 2018, which is 3.5 months before the tenancy began. The tenant stated that they don't know why the stove was scratched or dirty and that they used the stove daily and did not use the stove in an inappropriate way. The tenant pointed out that the incoming CIR indicates that the stove was listed in "fair" condition not good condition and that the "front 2 burners scratched" as indicated on the incoming CIR. The tenant testified that the stove was fully functional and that all burners worked properly and that any scratches would be from normal wear and tear. The tenant also stated that the estimate was dated 3.5 months after the tenancy ended, and that the new tenants had been renting the rental unit over those 3.5 months.

Regarding item 3, the landlords have claimed $2,132.00 for an excessive water bill. The tenancy agreement includes water in the monthly rent; however, the landlords allege that the tenant purposefully left all the water on the during the last month so that the landlords would suffer a financial loss for an excessive water bill. The landlords presented some documents regarding water usage and referred to a photo showing a water supply connector in the "on" position according the landlords; however, the landlords admitted that the tenant was not provided any directions on the tenancy

agreement or addendum to the tenancy agreement about the tenant not using an irrigation system. This portion of the landlords' claim was dismissed without leave to reapply during the hearing due to insufficient evidence, which I will deal with in detail below. The landlords were advised that this portion of their claim did not meet the four-part test for damages or loss under the Act, which I will describe further later in the Analysis section of this decision.

Regarding item 4, the landlords have claimed $264.54 for the cost to shampoo the carpets of the rental unit after the tenancy ended. The landlords stated that they had to shampoo the carpets as they smelled like urine and the landlords referred to an invoice in the amount claimed. The tenant referred to one photo that was so blurry and in black and white that the tenant was advised that it would be provided no weight. The tenant then provided a photo, which showed a small portion of the carpet and denied that the carpet smelled like urine and that the tenant had their own steam cleaner for the carpets. The landlords stated that there was carpet in the upstairs bedrooms, the hallway and the stairwell. The tenant denied that their pet urinated inside the home.

Regarding item 5, the landlords have claimed $585.90 for the cost to clean the interior of the home at the end of the tenancy. The landlords referred to several photos, which the landlords allege show an unreasonably dirty rental unit and that the interior windows were mouldy and were not cleaned by the tenant as required. The landlords also referred to a photo showing a full lint trap of the dryer and light switches with stains on them. The tenant stated that the landlords' version of reasonably clean was not reasonable and that the photos submitted by the landlords were not taken during their tenancy. The tenant presented their photos, which showed one clean blind and the tenant claims all windows and tracks were cleaned before they vacated. The tenant was advised that their photos were so dark that they were of very little weight. The tenant stated that the landlords behaviour during the outgoing inspection was "super upsetting" and the landlords stated that the tenant refused to participate and ultimately refused to sign the outgoing CIR when the landlords completed on their own as the tenant would not leave the kitchen during the inspection.

The tenant stated that they only received the CIR via evidence and not at the start of the tenancy. The landlords did not agree that they had not provided the tenant with a copy during the tenancy. The tenant claims that the quote was dated in December of 2019, which the landlords vehemently denied and referred to the August 27, 2019 date on the estimate received by email from the cleaning company. The landlords also referred to several colour photos in evidence, which appear to show dirty blinds covered in dust, a mouldy window track in need of cleaning, paper towels and garbage left inside the built-

in vacuum canister, dirty baseboards, scuff marks on baseboards and walls, dirty oven racks, dirty pendant lights, hair inside a washer or dryer, stains under a mini-fridge, a dirty laundry tub, dust on the hot water tank, and dust on the fridge and other appliances including some debris behind the stove and fridge.

Regarding item 6, the landlords have claimed $492.80 for yard cleaning. The landlords referred to an invoice dated August 28, 2019, which I find is not an invoice as it states that no work has been completed and as a result, I find the company used the incorrect term and that the $440.00 + tax was a quote and not an invoice. The landlords stated that they are only charging for what the quote was even though they spent 24 hours cleaning at $25.00 per hour for their labour, which would be $600.00. The tenant disputed that yard work was necessary as the yard was left in better condition then when the tenant moved into the rental unit. The tenant provided several before photos when the tenant moved into showing lawns in rough condition with leaves everywhere from a large tree(s).

The tenant also showed a photo of an area full of the landlords' junk. The tenant also stated that during the tenancy, the landlord provided a lawnmower that was not functional and a reel mower that was in desperate need of sharpening, so the tenant paid for sharpening the reel mower themselves. The tenant also provided a photo of a full gardening disposal bin and testified that every two weeks, the tenant would be doing yard cleanup and filling the bins full before they were picked up. The tenant also provided an invoice for a weeding company to spray the lawn as it was covered in weeds and that the landlords did not provide a nice, clean property at the start of the tenancy.

Regarding item 7, the landlords have claimed $450.00 to repair what the landlords claim was a damaged bedroom wall. The landlords did not submit a receipt in support of the $450.00 amount claimed. The landlords testified that they spent 13 hours at $35.00 per hour to repair the marks and repaint the wall and ceiling. The tenant stated that they do not know where the landlords took the photos; however, denies that the marks were made by the tenant during the tenancy.

Regarding item 8, the landlords have claimed $360.00 to repair what the landlords claim was a damaged blind on a door. This item was dismissed during the hearing, as I find the landlords failed to meet parts one to four of the test for damages or loss, which I will describe below.

Regarding item 9, the landlords have claimed $297.00 for the unpaid portion of August 2019 rent, which the tenant admitted not paying as they tenant deducted what they paid for sharpening the reel mower; however, the landlords were granted this item during the hearing, as the tenant was advised that the tenant does not have the authority to simply deduct any amount from rent under section 26 of the Act, which I will address further below.

Regarding item 10, the landlords have claimed $100.00 for reimbursement of the filing fee paid to file their application.

Analysis

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

Test for damages or loss

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided in sections 7 and 67 of the *Act.* Accordingly, an applicant must prove the following:

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

In this instance, the burden of proof is on the applicant to prove the existence of the damage/loss and that it stemmed directly from a violation of the Act, regulation, or tenancy agreement on the part of the respondent. Once that has been established, the applicant must then provide evidence that can verify the value of the loss or damage. Finally, it must be proven that the applicant did what is reasonable to minimize the damage or losses that were incurred.

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

Tenant's application

As noted above, I find the tenant failed to provide sufficient evidence to support their claim for double the return of the combined deposits, as I find the previous decision was filed on time and within the required 15-day deadline under section 38 of the Act. I have reached this decision as the tenancy end date was August 27, 2019, according to the fixed-term tenancy, and the landlords had previously filed on September 9, 2019, which complies with section 38 of the Act. Furthermore, I find the tenant failed to comply with outgoing CIR by not leaving the kitchen and refusing to go through home room by room with the landlords and that pursuant to section 36(1) of the Act, the tenant extinguished their rights towards the return of their combined deposits by failing to participate fully in the outgoing inspection. Therefore, I find the tenant failed to meet parts one to four of the test for damages or loss and I dismiss the tenant's application without leave to reapply, due to insufficient evidence.

Landlords' application

Item 1 – Although the landlords have claimed $2,925.00 for the cost to remove and reinstall a new double vanity, I find that their evidence that the double vanity from Rona not being available or that there are not any suitable replacements to be unreasonable. I have reached this conclusion as the quote included a "sku" number, which supports that some similar product was available; however, I find that there was insufficient evidence to prove the value and whether the top of the vanity could be removed and replaced with a similar product or custom product.

In addition to the above, I find that the landlords have provided sufficient evidence that the tenant damaged the garage trim and I do not accept the tenant's allegation that the photos were not taken during the tenancy, as the tenant had no photo evidence to contradict the veracity of the landlords photos. By way of an example, was that the tenant did not have any similar photos to support that the landlords' photos were not accurate or taken during a different tenancy. I also find that it is more likely than not given the incoming and outgoing CIR before me, that the tenant damaged the garage door trim as claimed by the landlords. In addition, while the tenant denies damaging the garage door opener, I find the button looks to have been punched or purposely damaged. I also find that the damage shown in the landlords' photos do not represent reasonable wear and tear or reasonable use of a garage door opener button as it appears that significant force was used on the button or was damaged purposely.

Therefore, I find the tenant breached section 37 of the Act by damaging the landlords' garage trim, garage door button and damaged the right sink which is now stained;

however, I am not satisfied in the amount claimed of $2,925.00. As a result, while I do not grant the $2,925.00 amount claimed, I grant a nominal amount of **$500.00** to reflect that the tenant breached section 37 of the Act, and that the landlord has been compensated for that breach under the Act. I dismiss the remainder of this portion of the landlords' claim due to insufficient evidence, without leave to reapply.

Item 2 - The landlords have claimed $755.90 for the cost to remove and reinstall a new glass cooktop for the stove. Although the landlords referred to a quote received by email which indicates two prices, the lowest of which was $755.90, I find that the incoming CIR already indicated that there were scratches on the front two burners, so I find that it is more likely than not that the damaged shown in the photo evidence from the landlords is the same or close to the same as the scratches listed on the incoming CIR. Therefore, I accept the tenant's version of events that they were not using the stovetop for anything more than daily stovetop use and that any additional scratches were from normal wear and tear for a stove, which I find can be expected during a tenancy, especially given that there was no evidence from the landlords that the tenant was given written instructions in a tenancy agreement addendum that indicated what type of special cleaning cream should be used to clean the ceramic stovetop.

Therefore, I dismiss this item due to insufficient evidence, without leave to reapply. I find the landlords failed to meet all four parts of the test for damages or loss for this item.

Item 3 - The landlords have claimed $2,132.00 for an excessive water bill. The tenancy agreement includes water in the monthly rent; however, the landlords allege that the tenant purposefully left all the water on the during the last month so that the landlords would suffer a financial loss for an excessive water bill. As described above, this portion of the landlords' claim was dismissed without leave to reapply during the hearing due to insufficient evidence. I find the landlords failed to prove all four parts of the test for damages or loss by failing to provide any written instructions in the tenancy agreement or the addendum to the tenancy agreement regarding use of the irrigation system. Furthermore, there is nothing in the tenancy agreement that states that water consumption over a specific amount is the responsibility of the tenant. For these reasons, I dismiss this item in full, without leave to reapply, due to insufficient evidence.

Item 4 - The landlords have claimed $264.54 for the cost to shampoo the carpets of the rental unit after the tenancy ended. The landlords stated that they had to shampoo the carpets as they smelled like urine and the landlords referred to an invoice in the amount claimed. I find the photos from the tenants are of little to no weight compared to the clearer colour photos submitted by the landlords and therefore, I find the tenant failed to

clean the carpets to a reasonable standard, which is a breach of section 37 of the Act. Having considered the receipt for carpet cleaning, I grant the landlords **$264.54** as claimed for carpet cleaning as I find the landlords have met the burden of proof.

Item 5 - The landlords have claimed $585.90 for the cost to clean the interior of the home at the end of the tenancy. I find that based on the photo evidence from the parties, that the standard of reasonably clean is different for both parties. I find the tenant's standard for cleaning; however, is not at the reasonable level given that I find that light switches were still dusty and dirty, baseboards were dirty in many places, other than the few areas submitted by the tenant in the tenant's photos, and that the blinds were not as clean as the one tenant photo suggested given the landlords' photos which show dirty blinds in the rental unit. I also find the tenant failed to clean around and on top of many of the appliances. Therefore, I find the tenant breached section 37 of the Act by failing to leave the rental unit in a reasonably clean condition. Consequently, I grant the landlords **$585.90** as claimed for this item.

Item 6 - The landlords have claimed $492.80 for yard cleaning. I have reviewed the evidence from both parties and find the landlords have failed to meet the burden of proof by failing to meet all four parts of the test for damages or loss under the Act. In fact, I agree with the tenant that the condition of the rental property outside was not in a reasonably clean condition at the start of the tenancy and was mainly covered with leaves at the time the tenant moved in and that the landlords' claim for this item has no merit. Therefore, this item is dismissed without leave to reapply, due to insufficient evidence. I note that in reaching this finding, I put significant weight on the photo from the landlords' junk left behind outside and that the landlords pointed out that there was dust on their junk left behind, which has no merit and should not be cleaned by the tenant as those items were junk left behind by the landlords.

Item 7 – The landlords have claimed $450.00 to repair what the landlords claim was a damaged bedroom wall. As the landlords did not submit a receipt in support of the $450.00 amount claimed, I am not compelled by the testimony of the landlords that they spent 13 hours at $35.00 to repair the wall. In fact, I find that had they hired a contractor, the cost could have been ¼ of that amount to repair what was shown in the photos. I do find; however, that the tenant did breach section 37 of the Act and that the damage was not reasonable wear and tear so as a result, I will grant a nominal amount of **$100.00** to reflect the breach of the Act by the tenant, but I dismiss the remaining amount claimed for this item, without leave to reapply, due to insufficient evidence.

Item 8 - The landlords have claimed $360.00 to repair what the landlords claim was a damaged blind on a door. This item was dismissed during the hearing, as I find the landlords failed to meet parts one to four of the test for damages or loss described above. Firstly, I find the amount claimed to be excessive for one blind and furthermore, I find that the landlords failed to provide sufficient evidence that the blind could not be repaired versus replaced. Therefore, I find that the landlords failed to meet section 7(2) of the Act for this item, which applies and states:

> **Liability for not complying with this Act or a tenancy agreement**
>
> **7**(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.**
>
> [Emphasis added]

Given the above, I find the landlords failed to meet part 7(2) of the Act for this item, which also closely resembles part four of the four-part test for damages or loss under the Act. Given the above, I dismiss this item in full, without leave to reapply, due to insufficient evidence.

Item 9 - The landlords have claimed $297.00 for the unpaid portion of August 2019 rent, which the tenant admitted not paying as they tenant deducted what they paid for sharpening the reel mower; however, the landlords were granted this item during the hearing, as the tenant was advised that the tenant does not have the authority to simply deduct any amount from rent under section 26(1) of the Act. Section 26(1) of the Act applies and states:

> **Rules about payment and non-payment of rent**
>
> **26**(1)**A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this 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.**
>
> [Emphasis added]

I find the tenant provided insufficient evidence that they had any right under the Act to deduct any amount for rent. Therefore, I find that the tenant breached section 26(1) of the Act and I award the landlords **$297.00** as claimed for this item.

Item 10 – As the landlords' application had some merit, I grant the landlords the **$100.00** filing fee pursuant to section 72 of the Act.

Given the above, I find the landlords have established a total monetary claim of X as follows:

ITEM DESCRIPTION	AMOUNT AWARDED
1. Re & Re dbl vanity, garage door trim repair and install new garage door opener	$500.00
2. Re & Re top-glass on stovetop	dismissed
3. Excessive water bill	dismissed
4. Carpet shampoo	$264.54
5. Full interior cleaning	$585.90
6. Outdoor yard damages	dismissed
7. Bedroom wall repair/paint	$100.00
8. Broken kitchen blinds	dismissed
9. Rent portion owing for August 2019	$297.00
10. Filing fee	$100.00
TOTAL	**$1,847.44**

Although the landlord continues to hold the tenant's combined deposits of $3,108.00, which have accrued no interest to date, of which I offset the amount owing by the tenant of $1,847.44, I find the balance of the combined deposits is $1,260.56. I do not grant the balance to the tenant as I find the tenant extinguished their right to the return of their combined deposits by failing to participate the outgoing condition inspection under section 36 of the Act, which states:

> **Consequences for tenant and landlord if report requirements not met**
>
> **36**(1) **The right of a tenant to the return of a security deposit or a pet damage deposit, or both, is extinguished if**
>
> (a)the landlord complied with section 35 (2) *[2 opportunities for inspection]*, and
>
> (b)**the tenant has not participated on either occasion.**

I find that the outgoing inspection was scheduled and that instead of participating the tenant made the decision to stay in the kitchen and then refuse to sing the inspection, which I find equates to not participating and that their right to the combined deposits is extinguished under the Act.

Therefore, I authorize the landlords to retain the remaining $1,260.56 as the tenant is not entitled to the return of that amount pursuant to section 36(1) of the Act as stated above.

I caution the tenant to participate in full in the outgoing condition inspection in the future, to avoid extinguishment of their deposits, and **I caution** the tenant to comply with sections 26, 36 and 37 of the Act in the future.

Conclusion

The tenant's claim is dismissed as it has no merit.

The landlords' claim has some merit and is partially successful.

The landlords have proven a monetary claim as described above and may retain the remaining combined deposits as the tenant is not entitled to the balance of the combined deposits under the Act.

I find there is no need for a monetary order under the Act.

This decision will be emailed to both parties.

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: July 21, 2020

Residential Tenancy Branch