



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL-S, MNDL-S, FFL

Introduction

This hearing was convened as a result of the Landlords' Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), a monetary order for damage or compensation for damage under the Act in the amount of \$860.00; a monetary order for damages in the amount of \$1,800.00, retaining the security deposit to apply to these claims; and to recover the \$100.00 cost of their Application filing fee.

During the hearing, the Landlord, M.Z., said that their \$860.00 claim is included within their \$1,800.00 claim; therefore, the Landlords' monetary claims combine for a total of \$1,900.00.

The Landlords, M.Z. and A.Z., the Tenant, and the Tenant's sister, W.W. ("Witness"), appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about the hearing process.

During the hearing the Tenant and the Landlords were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Neither Party raised any concerns regarding the service of the Application for Dispute Resolution or the documentary evidence. Both Parties said they had received the Application and/or the documentary evidence from the other Party and had reviewed it prior to the hearing. However, the Tenant said that she cannot see the photographs well: "...they are extremely poor quality and they have no time stamps," said the Tenant.

Preliminary and Procedural Matters

The Parties provided their email addresses in the hearing and confirmed their

understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

At the outset of the hearing, I advised the Parties 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.

Issue(s) to be Decided

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

Background and Evidence

The Parties agreed that the fixed-term tenancy began on July 1, 2016 and ran to May 31, 2017, and then operated on a month-to-month basis. They agreed that the rental unit is a three bedroom, one-and-a-half bathroom suite in a house. They agreed that the Tenant paid the Landlords a monthly rent of \$1,800.00, due on the first day of each month. The Parties agreed that the Tenant paid the Landlords a security deposit of \$850.00, and no pet damage deposit. The Landlord, M.Z., said that the residential property was approximately 30 years old, but that the rental unit was renovated in 2015.

The Tenant said that she gave the Landlords notice to end the tenancy, because the suite gets very hot in the summer. The Parties agreed that the Tenant vacated the rental unit on April 14, 2020. The Landlord said she was able to re-rent it in June 2020.

The Parties agreed that they filled out a condition inspection report ("CIR") at the start of the tenancy; however, while they met to complete a move-out condition inspection, they agreed that the Tenant was not comfortable signing the CIR at the end of the move-out inspection.

The Landlords' claim includes the following, as set out in their Application:

\$860.00: A monetary order for damage or compensation under the Act;
The tenant paid \$840 rent for 14 days. The landlord was not able to rent the place out on April 15/2020, due to dirty, damaged, and unfit condition. The amount of \$860.00 covers rent for 16 days of the month.

\$1,800.00: Compensation for monetary loss or other money owed;

The above amount has been paid for replacement of damaged floor in the kitchen, missing blinds in 2 bedrooms, painting walls in 2 bedrooms, cleaning all windows and walls, carpets cleaning, repair of the hallway door, damage on the deck, mowing lawn, garage cleaning.

#1 A Monetary Order for damage or compensation under the Act → \$860.00

When asked to explain the first claim, the Landlord said:

Okay, I didn't calculate it right – it's \$960.00, but that's okay. We were not able to rent it for the rest of the month, because it took us much longer to fix it. I requested just half of the month. I'd like to stress that they knew ... she rented this place from the first of the month, and she was asking to leave in the middle. I agreed, although I could have asked her to stay until the first of May. Even though when she was going to move on the 15th, she wanted me to calculate for one day – to 10 days, not 15 days, and I accommodated that request.

#2 Compensation for monetary loss or other money owed → \$1,800.00
(the Landlords said that this amount includes the \$860.00 claimed above)

Under this heading in the Application, the Landlords said:

The above amount has been paid for replacement of damaged floor in the kitchen, missing blinds in 2 bedrooms, painting walls in 2 bedrooms, cleaning all windows and walls, carpets cleaning, repair of the hallway door, damage on the deck, mowing lawn, garage cleaning.

[reproduced as written]

The Landlord, M.Z., said that they did not submit a monetary order worksheet, because she said they did not have receipts when they applied for dispute resolution. She said:

Those receipts are partial, because this place was in very bad condition – a disaster - that's why [the Tenant] refused to go through the [CIR]. She was, in fact, provided with the CIR. She is an experienced renter. In case I didn't provide it, she could have requested it, and she was very keen - even taking pictures when I wasn't present. Why not ask for a condition inspection report?

In the hearing, the Tenant said:

As far as the move out date, I said for the 15th, but she requested I leave on the 14th. I agreed. I actually moved out on the 11th. I bleached the windows, sanitized it completely because of Covid19. During the inspection, she was not happy with the outer track of the windows.

In the hearing, the Landlords said:

At the end of the day, it was very bitter, and her attitude pushed me to this situation, where I had to go to the Tenancy Branch and resolve this matter. I've had no chance to discuss or compromise, because she just left. And she said, 'I don't have to clean up this place or . . . I never signed an agreement to take care of front and back yard.' She had dog and he was pooping in the back yard. When we cut the grass, my son found that it was full of poop. I was asking her to please just clean up before the grass is cut, but it didn't work. At the start, she agreed to take care of the front and back yard herself. I asked my son and husband to cut the grass, and it was always full of poop. For us it was impossible. We were not able to rent it out like that.

Kitchen Floor

The Landlords said that the flooring had been replaced in 2015, so it was a year old at the start of the tenancy. The Landlord said:

We had to replace flooring in the kitchen. It was full of dust and smell, and it was a disaster on the floor. She just left.

The Witness said the following:

When my sister moved in, the only renovation that was done was the kitchen cabinets and counter. It had single pane windows covered in black mould, the linoleum floor in kitchen was old and damaged. The damage to the floor was there when she moved in. Under the window, it was damaged at the start. There was damage at the front of the fridge – he damaged the floor. After that, she put a carpet down.

The floors were old and were damaged. As far as replacing the floor, there was a lot of damage to the house; it was an old house.

The Tenant said:

When I came back to clean, she was saying I did damage to the kitchen floor. That was from when her husband pulled the fridge out to install an extension cord to my microwave, and he damaged the floor. He tried to repair it by gluing it back. My sister cut her foot on it and had stitches. I put a carpet on the floor to cover it. I have pictures of the kitchen floor before I moved out. No more damage was done than what [A.Z.] had already done. See the photograph of the linoleum peeling between the seams.

The Landlords submitted photographs of the kitchen floor, which includes showing marks of some kind very close up; it is hard to determine how large the marks are or what they are.

The Landlords also provided a photograph of the kitchen at the start of the tenancy, but it is too far back to see the condition of the floor near the refrigerator, where the Landlord indicated that the damage occurred during the tenancy.

On the move-in CIR, the kitchen floor is marked as in "F" for "Fair" condition, whereas, much else in the CIR is given a check mark as being in "Good" condition. On the move-out CIR that was not signed by the Tenant, the Landlords wrote: "multiple tears and dents on the floor", and gave the floor a code "D" for "Damaged".

The Landlords submitted a receipt from a national flooring company for \$269.61, which they said was for the replacement of the kitchen floor.

Blinds

The Landlord said that the blinds were missing from the rental unit at the end of the tenancy. She said:

I would like to comment on the blinds. The thing is, because it is an old house, they cut the blinds for us. It was custom made. You can't find this size of blinds on websites. It wasn't my interest to overpay, because we are paying out of my pocket. I didn't rent it out, but I had to pay. We were looking for the cheapest, and it was \$100.00 and \$75.00 and then they cut it for us. What [the Tenant] is providing is not the size that is proper for our house.

The Landlord submitted a copy of a receipt for the blinds from a national hardware retail chain. The receipt said that the blinds cost \$100.00 and \$75.67, respectively, with tax that came to a total of: \$200.11.

The Tenant said:

I can't make out what the [national hardware store] receipt is for, so I submitted a price for blinds at [the national hardware store] for. . . I took them down because they were not working. I said I would replace the blinds and order them from [an international online retailer], and that it would take a couple days. They were old, lead blinds, and one had the string broken. So we just took them down. But I did agree to replace the blinds.

The Tenant submitted a photograph of the kitchen looking toward the stove, not the refrigerator, in front of which, the floor was supposed to have been damaged. She also submitted a photograph of what appears to be a very close up crack in a linoleum floor. There is no context in this photograph to determine its location or the size of the crack.

Cleaning

The Landlord said that the person she hired to clean the rental unit said that she would do it for \$250.00. The Landlord said that this person is an acquaintance with whom she used to work. The Landlord did not say whether she investigated anyone else who could do the job.

The Landlord submitted a photograph of a cheque to [P.H.] for \$250.00 dated April 17, 2020. The edges of the cheque are not within the photograph, and the full note on the cheque is not legible, but it is for a service for the rental unit address.

The Landlord said:

It was very overwhelming. So many things we had to do. . . I provided the receipts. I just provided partial. That's what I want to recover. It's still my house. When [the Tenant] came with no paint; she said it's your house. If she had a different attitude, I was willing to negotiate. She left and the next day sent a message for the security deposit in full. She wanted interest on that money. Even though no interest is due.

The Landlords submitted seven photographs identified as displaying dirty windows in the bedrooms, the bathroom, the living room, and the kitchen. However, the shots were of a screen and window sill, a window sill and a dirty window track, shots in which it is impossible to tell if the window is open or not, and in the kitchen, it is difficult to see the dirt to which the Landlords are trying to point.

The Landlords also submitted a photograph of a the living room heater, the slots of which do appear to be dirty. There is a photo labelled “dirty_bathroom”, but it is a close up of a wall by the bath tub, and the edge where the wall meets the bathtub. It is difficult to determine what it is that the Landlords are pointing to in this this photograph.

The Landlords submitted a photograph of vertical blinds from the living room, but again, it is difficult to see the blind slats clearly – they could be dirty – but it is hard to tell. There are no comparable photographs of these shots from the start of the tenancy.

The Tenant submitted an extensive number of photographs of the rental unit from the start of the tenancy, but very few identified as from the end of the tenancy. These photographs include:

Pre tenancy:

- master bedroom wall with large putty spots covering up holes, but unpainted, and wires coming out of the wall;
- photo of the window in the master bathroom, which shows dirty windows;
- shots of either side of the toilet in the master bathroom, which looks clean;
- master bedroom window sill and track identified as showing some black mould, although this photo is not dated like others are;
- bathtub on date of move-in, labelled: “white substance to cover black mould”; however, the photograph is not close enough to make this determination;
- master bathroom behind the toilet that appears clean;
- main bathroom shows the floor behind the toilet, which appears dirty where the floor meets the wall; and
- A close up shot of the stove dials that are dirty; however, there is no date noted on this photograph.

Post tenancy:

- photo of a clean looking window and window sill identified as in the master bedroom, which was noted as being a still shot from a video of this room;
- one short video labeled “move_out_video_”, which shows only the closet of the master bedroom, as well as one side of the room, the window sill, and the window, all of which appear clean.

The Witness said the following:

[The Tenant] cleaned everything. She had her own shampooer to clean the carpets. She cleaned everything.

The Witness acknowledged that she was not at the rental unit when she said the Tenant did this cleaning.

The Witness said that the Landlords' copy of a cheque made out to [P.H.], "...is not proof of payment – there's no receipt. I could have written a cheque to anyone. It's not payment, unless there's a bank statement saying it was cashed."

Painting

The Landlord said that the rental unit had been painted when they purchased the residential property in 2015; therefore, the paint in the rental unit was approximately a year old at the start of the tenancy. The Landlord said that they had to hire someone to re-paint the two bedrooms at the end of the tenancy, given marks and putty left behind by the Tenant.

The Tenant said that the bedrooms were painted blue. She said:

It wasn't painted, because there was holes in the wall, and there was putty in the wall. Wires were hanging out of the walls, extension cords – it was a code nightmare at the start of the tenancy.

In the second bedroom, [the Landlord] said: 'you made these marks'. I filled the holes. It was obviously old - a different colour. I trusted the pictures they took when we moved in. That clearly would have shown the condition of the house when I took possession. They said you have to paint these walls and clean these carpets.

Analysis

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

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

1. That the Tenant violated the Act, regulations, or tenancy agreement;

2. That the violation caused the Landlords to incur damages or loss as a result of the violation;
3. The value of the loss; and,
4. That the Landlords did what was reasonable to minimize the damage or loss.

("Test")

Section 32 of the Act states that tenants "...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." Section 37 states that tenants must leave the rental unit "reasonably clean and undamaged".

Policy Guideline #1 helps interpret sections 32 and 37 of the Act:

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

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

[emphasis added]

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

The Landlords did not submit a monetary order worksheet setting out their monetary claim on an item by item basis; therefore, I have had to piece together the amounts claimed from varied pieces of evidence and testimony. The Landlord said in the hearing that the total claimed is \$1,800.00 (plus the filing fee), including the claim for \$860.00;

however, I find that the Landlords' specific claims do not add up to the \$1,800.00 claimed for the Application, overall.

#1 A Monetary Order for damage or compensation under the Act → \$860.00

Section 45 of the Act sets out a tenant's requirements for giving notice to end a tenancy. Section 45 (1) provides the notice requirement in a periodic or month-to-month tenancy. It states:

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.

...

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

As such, the Tenant's notice should have given the effective vacancy date as at least one month after it was deemed delivered to the Landlord, **and** on the day before rent is due. Accordingly, the Tenant could have given the Landlord notice any time in March, but the effective vacancy date was supposed to be on the last day of April 2020, not a month after the notice was given to the Landlord. The Landlord agreed that she did not require the Tenant to provide any more notice than this; however, the Parties cannot agree to contract out of the Act's requirements, pursuant to section 5 of the Act.

I find on a balance of probabilities that the Tenant was required to pay rent to the Landlords until the end of April 2020, pursuant to section 45 (1) of the Act. I, therefore, award the Landlords with recovery of the full rent for April 2020, which comes to **\$960.00**, after the amount the Tenant paid in April is deducted from the total for April.

#2 Compensation for monetary loss or other money owed → \$1,800.00

Kitchen Floor

When I consider the evidence before me, overall, I find that the Landlords did not

provide sufficient evidence to prove their case on a balance of probabilities regarding damage to the kitchen floor. The CIR indicated that the kitchen floor was in “fair” and not “good” condition at the start of the tenancy. Further, I find that the Landlords’ photographs of the damage on the post-tenancy kitchen floor provide proof of normal wear and tear, rather than damage that would require the kitchen floor to be replaced.

Further, I find that the Landlord did not provide sufficient evidence to counter the Tenant’s claim that the floor was damaged by the Landlord, A.Z., when he moved the refrigerator to attach an extension cord for the Tenant’s microwave oven. As a result of these considerations of the evidence before me, and pursuant to section 62 of the Act, I dismiss this claim without leave to reapply.

Blinds

Policy Guideline #40 (“PG #40”) is a general guide for determining the useful life of building elements for determining damages. The useful life is the expected lifetime, or the acceptable period of use of an item under normal circumstances. If an arbitrator finds that a landlord makes repairs to a rental unit due to damage caused by the tenant, the arbitrator may consider the age of the item at the time of replacement and the useful life of the item when calculating the tenant’s responsibility for the cost of the replacement. Claims for compensation related to damage to the rental unit are meant to compensate the injured party for their actual loss. In the case of fixtures to a rental unit, a claim for damage and loss is based on the depreciated value of the item and **not** based on the replacement cost. This reflects the useful life of fixtures, such as carpets, countertops, doors, etc., which depreciate all the time through normal wear and tear.

In PG #40, the useful life of venetian blinds is 10 years. The evidence before me is that the blinds were purchased with the house, so they were approximately 30 years old at the end of the tenancy. As a result, their useful life was finished.

The CIR combines “windows/coverings/screens” into one category, and it is not clear from the marks and comments written on the CIR, to which item the comments and marks are referring. Regardless, I find that the blinds had aged beyond their useful life, and therefore, the Tenant was not responsible for their replacement, as the blinds did not have any useful life left in them as an asset; therefore, there was no value in them for the Tenant to reimburse to the Landlord. Accordingly, I dismiss this claim without leave to reapply.

Cleaning

Policy Guideline #1 sets out parties' responsibilities for different aspects of the rental unit.

CARPETS

1. At the beginning of the tenancy the landlord is expected to provide the tenant with clean carpets in a reasonable state of repair.
2. The landlord is not expected to clean carpets during a tenancy, unless something unusual happens, like a water leak or flooding, which is not caused by the tenant.
3. The tenant is responsible for periodic cleaning of the carpets to maintain reasonable standards of cleanliness. Generally, at the end of the tenancy the tenant will be held responsible for steam cleaning or shampooing the carpets after a tenancy of one year. Where the tenant has deliberately or carelessly stained the carpet, he or she will be held responsible for cleaning the carpet at the end of the tenancy regardless of the length of tenancy.
4. The tenant may be expected to steam clean or shampoo the carpets at the end of a tenancy, regardless of the length of tenancy, if he or she, or another occupant, has had pets which were not caged or if he or she smoked in the premises.

INTERNAL WINDOW COVERINGS

1. If window coverings are provided at the beginning of the tenancy, they must be clean and in a reasonable state of repair.
2. The landlord is not expected to clean the internal window coverings during the tenancy unless something unusual happens, like a water leak, which is not caused by the tenant.
3. The tenant is expected to leave the internal window coverings clean when he or she vacates. The tenant should check with the landlord before cleaning in case there are any special cleaning instructions. The tenant is not responsible for water stains due to inadequate windows.
4. The tenant may be liable for replacing internal window coverings, or paying for their depreciated value, when he or she has damaged the internal window coverings deliberately, or has misused them e.g. cigarette burns, not using the "pulls", claw marks, etc.
5. The tenant is expected to clean the internal window coverings at the end of the

tenancy regardless of the length of the tenancy where he or she, or another occupant smoked in the premises.

WINDOWS

1. At the beginning of the tenancy the landlord is expected to provide the tenant with clean windows, in a reasonable state of repair.
2. The tenant is responsible for cleaning the inside windows and tracks during, and at the end of the tenancy, including removing mould. The tenant is responsible for cleaning the inside and outside of the balcony doors, windows and tracks during, and at the end of the tenancy. The landlord is responsible for cleaning the outside of the windows, at reasonable intervals

WALLS

Cleaning: The tenant is responsible for washing scuff marks, finger prints, etc. off the walls unless the texture of the wall prohibited wiping.

Nail Holes:

1. Most tenants will put up pictures in their unit. The landlord may set rules as to how this can be done e.g. no adhesive hangers or only picture hook nails may be used. If the tenant follows the landlord's reasonable instructions for hanging and removing pictures/mirrors/wall hangings/ceiling hooks, it is not considered damage and he or she is not responsible for filling the holes or the cost of filling the holes.
2. The tenant must pay for repairing walls where there are an excessive number of nail holes, or large nails, or screws or tape have been used and left wall damage.
3. The tenant is responsible for all deliberate or negligent damage to the walls.

PAINTING

The landlord is responsible for painting the interior of the rental unit at reasonable intervals. The tenant cannot be required as a condition of the tenancy to paint the premises. The tenant may only be required to paint or repair where the work is necessary because of damages for which the tenant is responsible.

I find that neither Parties' photographs of the rental unit at the end of the tenancy show what they claim to be the case: that it was "disaster", as claimed by the Landlords, or that it was thoroughly cleaned throughout, as claimed by the Tenant. However, the

burden of proof is on the Party claiming compensation – in this case, the Landlords.

I find that the Tenant's extensive photographic evidence of what she said was the condition of the rental unit at the start of the tenancy - almost four years prior – is of limited relevance at the end of the tenancy, unless it shows evidence of damage at the start of the tenancy. However, it is a tenant's responsibility to ensure that the rental unit "meets reasonable cleanliness and sanitary standards" at the end of the tenancy, regardless of the level of cleanliness in which the tenant found the premises.

I find that the Landlord's photographs did not provide sufficient evidence that the rental unit was left in a state of disrepair or uncleanness that warranted someone spending 10 hours cleaning it, given a standard hourly cleaning rate of \$25.00 per hour. I acknowledge that the rental unit has three bedrooms and one-and-a-half bathrooms; however, I find that the Landlords' photographs do not sufficiently illustrate that the rental unit was left in a "disaster", as the Landlords have claimed. As a result, I dismiss this claim without leave to reapply.

Painting

In PG #40, the useful life of interior paint is four years. The evidence before me is that the paint was new in 2015, so it was approximately five years old at the end of the tenancy and had 0% or no useful years left. I find that the consistent evidence before me is that the Tenant patched holes she had left in the walls, so that the Landlord could paint over it for the next tenant. As a result, I find that the Landlords have not provided sufficient evidence that the Tenant is responsible for reimbursing the Landlords for this cost; I, therefore, dismiss this cost without leave to reapply, pursuant to section 62.

As noted above, the Landlords are awarded of \$960.00 from the Tenant for their claims, pursuant to section 67 of the Act. I also award the Landlord with recovery of the **\$100.00** Application filing fee, pursuant to section 72 of the Act for a total award of **\$1,060.00**.

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 security deposit of \$850.00 in partial satisfaction of the Landlords' monetary award.

	Item	(Approximate) Amount Claimed	Amount Awarded
1	April rent	\$860.00	\$960.00
2	Kitchen floor	\$269.61	\$0.00
3	Blinds	\$200.11	\$0.00
4	Cleaning	\$250.00	\$0.00
5	Painting	\$393.75	\$0.00
	Filing fee	\$100.00	\$100.00
		Less security deposit	(\$850.00)
	TOTALS	\$2,073.47	\$210.00

I authorize the Landlords to retain the Tenant's \$850.00 security deposit in partial satisfaction of the monetary award, pursuant to section 72 of the Act. I grant the Landlords a Monetary Order of **\$210.00** for the remaining amount owing them by the Tenant, pursuant to section 67 of the Act.

Conclusion

The Landlords are partially successful in their Application in the amount of \$960.00, which is awarded for their claim for the remainder of rent owed them by the Tenant for April 2020. The Landlords are also awarded recovery of the \$100.00 Application filing fee for a total award of \$1,060.00. The Landlords failed to provide sufficient evidence to satisfy their burden of proof for the remaining amounts claimed, which are dismissed without leave to reapply.

The Landlords are authorized to retain the Tenant's \$850.00 security deposit in partial satisfaction of the monetary award. I grant the Landlords a Monetary Order pursuant to section 67 of the Act from the Tenant in the amount of **\$210.00**, for the balancing owing by the Tenant.

This Order must be served on the Tenant by the Landlords and may be filed in the Provincial Court (Small Claims) and enforced as an Order of that Court.

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: September 28, 2020

Residential Tenancy Branch