



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S, MNDCL-S, MNDL-S, FFL

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for a monetary order for unpaid rent in the amount of \$3,600.00; and for a monetary order for damage or compensation for damage under the Act of \$726.88; and for a monetary order for damages for the Landlord of \$412.09, retaining the security deposit to apply to these claims; and to recover the \$100.00 cost of their Application filing fee.

The Tenants, J.S. and S.Z., and the Landlord appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about the hearing process. During the hearing the Tenants and the Landlord 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.

Preliminary and Procedural Matters

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

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

Issue(s) to be Decided

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

Background and Evidence

The Parties agreed that the fixed-term tenancy for the two-bedroom, two-bathroom condominium began on September 1, 2019 and ran to August 31, 2020. The tenancy agreement states that the Tenants will pay the Landlord a monthly rent of \$2,300.00, due on the first day of each month. They agreed that the Tenants paid the Landlord a security deposit of \$2,300.00, and no pet damage deposit. The Parties agreed that on August 20, 2019, they signed a Mutual Agreement to End the Tenancy on August 31, 2020.

The Parties agreed that the Landlord reimbursed \$1,150.00 of the security deposit to the Tenants, \$600.00 to S.Z. and \$550.00 to J.S. on June 10, 2020, because the Landlord collected twice as much as is allowed under the Act.

The Parties agreed that J.S. and S.Z., vacated the rental unit on February 2, 2020, and May 6, 2020, respectively. They agreed that J.S. found an occupant for her room in the rental unit, but that J.S. did not find one for hers.

The Parties agreed they conducted a condition inspection of the rental unit at the start of the tenancy, as a friend of the Landlord went through the rental unit with the Tenants at move-in. Further, they agreed that the Landlord gave them a copy of the condition inspection report ("CIR"), as required by the Act. The Parties said that they did a move-out inspection of the rental unit on August 2, 2020. The Landlord said that in the meantime, she had tried to find other tenants to live there until August 31, 2020.

The Landlord submitted a monetary order worksheet ("MOW") setting out her claims, as follows:

	Receipt/Estimate From	For	Amount
1	Interact e-transfer	Unpaid rent	\$3,600.00
2	[Agent]	Re-renting cost	\$500.00
3	Addendum p. 7, #19	Late fee	\$150.00

4	[Local] Lock & Security	Rekey and duplicated keys	\$98.49
5	[Cleaners]	Move out cleaning	\$252.50
6	[Title search company]	Title search	\$76.88
		Total monetary order claim	\$4,738.97

In the hearing, we reviewed each claim set out in the MOW.

#1 UNPAID RENT → \$3,600.00

In her Application and in the hearing, the Landlord said that the Tenants did not pay their full rent for the months of June through August 2020, and that the Landlord could not issue a notice to end tenancy for unpaid rent before they moved out, because of amendments to the Act, due to the pandemic. She said: “I can only remind them for unpaid rental payment.”

The Landlord indicated that ordinarily, she had collected \$1,100.00 from J.S. and \$1,200.00 from S.Z. for the total rent of \$2,300.00 per month. She said that J.S. found an occupant for her share of the rent when she moved out, but that neither S.Z. nor the Landlord found anyone for S.Z.’s \$1,200.00 share of the rent.

The Landlord stated that the J.Z. owes her rent for June, July, and August 2020, in the amount of \$1,200.00 per month for a total of \$3,600.00, as the Tenants broke the fixed-term tenancy early.

The Landlord said:

On April 30, [the Tenant, S.Z.] emailed me that she will move out on May 30th, and I said she should find a sublease. She posted, but couldn’t find one. She found one, but that one had a pet, and another one had to live there until end of September [the fixed term ended on August 31, 2020]. She couldn’t find anyone else. [The Tenant, J.S.], said ‘I could post an advertisement online – that there are Chinese and English websites.’ I’m not in [the city], so I asked an agent to help find a tenant. I paid him \$500.00 to find a tenant [“Agent”].

The Tenant, S.Z., said:

First of all, the first time I gave the Landlord the notice was in the middle of April. After that I gave her an email at the end of April and my move out day was May

6. I had some things in the unit. I'm finally moving out at the end of May and gave the key to the tenant in the unit at that time.

In April, after I talked to the Landlord, she said I could sublet, but during this time, I posted the advertisement every day or every second day. A lot of people asked about it, but the Landlord didn't like them, like the one with the pet, and the one who wants to live here until September. We didn't find someone because she wanted someone from June until the end of August.

The Tenant, J.S., said:

The market is hard to sublease only one room. When I tried to find occupants, it was really hard. My share is \$1,100.00, so I'm paying \$300.00 until the end of the term and the occupant is paying \$800.00.

An occupant moved in at beginning of March and moved out on August 31. She has nothing to do with [S.Z.]. She keeps living in my room.

#2 COST TO RE-RENT → \$500.00

The Landlord said:

That's the \$500.00 I paid to the Agent, although he wasn't able to find someone. I submitted a witness statement showing that he tried his best to find a tenant from June to August. My condo is still empty. It's really hard to find a tenant.

The Tenant, S.Z., said:

Actually, to be honest, when the Landlord was trying to sublet. I talked to the Agent; the market price is half a month's rent. And when I asked the other agent, he tells me they only charge half a month's rent, but they don't charge if they don't find someone. I'm not sure for her Agent.

The Landlord provided her Agent's name and directed my attention to evidence of a bank draft for this service. She said: "At the beginning, I didn't pay him anything, but on August 31, I paid him, because he showed the room. It should be higher, but I did pay him in the end."

#3 LATE FEE → \$150.00

The Landlord explained this claim, as follows:

At beginning we signed addendum #19, which is a late fee, if they pay me late, at \$50.00 each month. [S.Z.] didn't pay me for three months that's $\$50.00 \times 3 = \150.00 .

S.Z. said that she did not have any comment, and J.S. noted that she paid her rent on time in June through August.

#4 COST TO RE-KEY, DUPLICATE KEYS → \$98.49

The Landlord said:

The key that [S.Z.] returned to the [J.S.] doesn't work well. I had to change the locks; that's why I had to make a duplicate, as well. I emailed them and they both agreed I can deduct that from their [security] deposit.

J.S. said: "Yes, I agree."

S.Z. said:

Yes, I wanted to clarify, first, the Landlord hasn't returned the deposit yet, and so the time that the key didn't work was when I already moved out. I returned the key at the end of May, but she emailed me in June or July, after I moved out. The key worked for me, and I returned it to the tenant [C.], and she talked to [J.S.]. After that the agent used that key to show the unit.

J.S. said:

I'm not aware of the fact that [S.Z.] returned it to the occupant. But then she did. I don't know if the key worked or not.

The Landlord said:

Back to the key problem. Back to February, [S.Z.] lost her key, so she wrote an email to the residential manager. She lost the fob and the key, so she was asking for a new fob, and she didn't tell me at all. The residential manager forwarded me

that email that she lost the key. I asked her what I should do. If anyone gets the fob and key, they can enter the building. If I want to replace the lock, I can do that, I will replace the lock and can charge you at the end of the lease. That's the beginning of this.

Later, I wasn't aware that she returned the key to another occupant. The occupant called me and said when I put the key in the lock, I can't pull it out. This is all happened in July. I have evidence on this, as well. I have to call my Agent and call handyman to come to replace the lock and remove the key that was stuck inside the lock. That's why it cost this. Even though it didn't happen until July, I will still charge them.

I asked her if she wanted to do the replacement at the time, but she didn't do that. So I said I would deduct the fee at the end of the lease.

S.Z. said:

Yeah, I lost it. But I'd like to say that I know the key was lost, I was on an international flight, and my fiancée told me the key was lost. I asked my friend to ask the residential manager, can you please tell him to disconnect the fob, and he agreed. I talked to the Landlord that it was lost. She didn't care at that moment, she said she could change it when the contract ended. She didn't ask me strongly to do that.

#5 CLEANING → ~~\$343.60~~ 262.50 [*Landlord said she negotiated it down*]

The Landlord said:

During the inspection, at the end, they did not clean my property at all. You can see all the photos we took during the inspection, that's why I have to ask the cleaning specialist to come to my house. I called them and said there is a moving out cleaning out fee and they didn't get back to me. [J.S.] said it could be deducted from their deposit. They're not willing to clean my property, so I had to have someone else do that.

J.S. said:

No comments, I think I don't want to get to the tenancy dispute; I want to settle things and not have a dispute. Actually, I also asked about an amount, and she said she had a professional cleaner, so in the end I signed, I agree. I will share

half of the cleaning fee.

S.Z. said:

After I moved out in May, the Landlord sent a video with the occupant and [J.S.]. She sent some photos and was not satisfied with the cleaning. She wanted me to clean it at the end.

S.Z. said that she did some cleaning when she left:

Yes, I did it twice: the first time when I vacated, and after the Landlord told me, and I cleaned it at the end. The first cleaning was in the middle of May, after I vacated the unit. The second cleaning was at the end of May or beginning of June.

I am opposed to [the Landlord] charging the cleaning fee, because after the second cleaning, she didn't say anything. And the occupant was living there until the end of August, so that's why I disagree with it.

The Landlord said:

I emphasize our fixed lease term was to August 31. I was not asking for them to move out. The cleaning should be done before our inspection, around August 31. During May or June - I'm not doing an inspection. You didn't do the cleaning to find a sublease. After my Agent viewed your room, it was kind of dirty and he said it would be hard to find a sublease. This May or June cleaning is not related to the inspection of the moving out cleaning.

The CIR has markings and notes for the condition of the rental unit at the start and the end of the tenancy. Both sides of the CIR – the move-in inspection and the move-out inspection – are the same at the start and the end of the tenancy. There are no notations that anything is dirty or "DT", the short form on the CIR.

The Landlord's photographs of the condition of the rental unit at the end of the tenancy include the following:

- A bathtub with a dark ring in the tub at the spout end;
- Two photographs of the refrigerator show an unreasonable amount of dirt;
- A small portion of the oven with cleaning spray on it, although, from this

photograph, the oven looks reasonably clean;

- The range hood and a bit of the kitchen counter with two bottles, a few cutlery and crumbs;
- A close up of inside the range hood, which is dirty and greasy;
- The stovetop, which has dirty foils, and very dirty control panel;
- Bedroom carpet near the baseboard heater; hard to tell how dirty it is without the context of other carpeting in this room.

The Landlord submitted an invoice from a cleaning service that charged a straight \$250.00, plus tax for a total charge of \$262.50.

#6 TITLE SEARCH → \$76.88

The Landlord said that she had to do a title search to find S.Z.'s forwarding address for service of her Application and repayment of the security deposit. The Landlord said:

Because [S.Z.] didn't provide her mailing address and she said she required her security deposit back. I couldn't return the security deposit or the package from RTB. She works for a company and knows the tenancy policy well. I have to do a title search, because she told me she bought a property. She told me she is going to buy the property, but during the email, she said she was not able to afford it. But she bought a condo in May.

S.Z. said:

I think I told the Landlord that the address is my personal information and it is my privacy. We are not friends or family and I was not willing to disclose this personal information to her - not a legal requirement. And I moved out and there are lots of reasons. During the pandemic our washing machine was not working for a month. She would turn her back to find someone to fix it. It's really inconvenient to not have a washing machine for a month. There are lots of reasons. I'm not happy with the title search, because that's my private information.

As it turns out, the Landlord was given an Order of Substituted Service by the RTB on September 2, 2020, which authorized the Landlord to serve the Tenants via email, rather than pursuant to sections 88 and 89.

Analysis

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

Before the Parties testified, I advised them of how I would analyze the evidence presented to me. I said 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 Landlord must prove:

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

("Test")

#1 UNPAID RENT → \$3,600.00

Policy Guideline #13 ("PG #13") "Rights and Responsibilities of Co-tenants" helps clarify the rights and responsibilities relating to multiple tenants renting a rental unit under a single tenancy agreement. PG #13 includes the following:

B. TENANTS AND CO-TENANTS

A tenant is a person who has entered a tenancy agreement to rent a rental unit.... There may be more than one tenant; co-tenants are two or more tenants who rent the same rental unit or site under the same tenancy agreement.

Generally, co-tenants have equal rights under their agreement and are jointly and severally responsible for meeting its terms, unless the tenancy agreement states otherwise. "Jointly and severally" means that all co-tenants are responsible, both as one group and as individuals, for complying with the terms of the tenancy agreement.

C. PAYMENT OF RENT

Co-tenants are jointly and severally responsible for payment of rent when it is due. Example: If John and Susan sign a single tenancy agreement together as co-tenants to pay \$1800 dollars in rent per month, then John and Susan are both

equally responsible to ensure that this amount is paid each month. If Susan is unable to pay her portion of the rent, John must pay the full amount. If he were to only pay his half of the rent to the landlord, the landlord could serve a 10 Day Notice to End Tenancy for Unpaid Rent and Utilities and evict both John and Susan because the full amount of rent was not paid. The onus is on the tenants to ensure that the full amount of rent is paid when due.

D. DEBTS OR DAMAGES

Co-tenants are usually jointly and severally liable for any debts or damages relating to the tenancy, unless the tenancy agreement states otherwise. This means that the landlord can recover the full amount of rent, utilities or any damages owing from all or any one of the tenants. The co-tenants are responsible for dividing the amount owing to the landlord among themselves. For example, if John and Susan move out at the end of their tenancy, the landlord can make a claim for any damages to the property against either co-tenant, regardless of whether John was solely responsible for causing the damage.

If a dispute between Susan and John occurs over debts or damages related to their co-tenancy, the two would have to resolve the matter outside of the Residential Tenancy Branch. Disputes between co-tenants are not within the jurisdiction of the RTA nor the MHPTA and cannot be resolved through the Branch.

[emphasis added]

I find that the consistent evidence before me is that the Tenants failed to pay the Landlord \$1,200.00 per month for June, July, and August 2020, despite the efforts of S.Z. and the Landlord to find someone to sublet S.Z.'s room and share of the rental unit.

Pursuant to PG #13, I find that S.Z. and J.S. are co-tenants, and therefore, are jointly responsible for the full rent that was not paid to the Landlord in June through August in the amount of \$3,600.00. I, therefore, award the Landlord with **\$3,600.00** from the Tenants, pursuant to section 67 of the Act.

#2 COST TO RE-RENT → \$500.00

I find that the Tenants violated the fixed-term tenancy agreement, by vacating prior to the end of the tenancy, as set out in the tenancy agreement.

Section 45 of the Act sets out a tenant's obligations regarding giving notice to end a

tenancy. Section 45(2) of the Act deals with ending a fixed term tenancy, as follows:

45 (2) A tenant may end a fixed term 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,

(b) is not earlier than the date specified in the tenancy agreement as the end of the tenancy, and

(c) 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.

[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 Tenants' breach of the tenancy agreement caused the Landlord to incur a loss of rental revenue, when the Parties could not find someone to sublet the rental unit for S.Z. The Landlord's evidence is that she sought to assist S.Z. in finding a sub-tenant for the months before the tenancy end date. However, the Landlord did not direct me to any evidence of how she found this Agent or if she called others to find the best price for this service. I find in this regard that the Landlord failed to mitigate or minimize the cost of her of this loss she incurred and that she, therefore, failed to fulfil the fourth step of the Test. The Landlord said she was not in the City in this timeframe, and as a result, that she hired the Agent to try to avoid incurring a loss of rental income. However, I find that the Tenants should not be penalized for the Landlord's failure to obtain competitive quotes for this service.

However, I find that the Landlord incurred a loss of revenue, which was caused by the actions of the Tenants; therefore, I find that in this set of circumstances, the Landlord is eligible for a nominal award of \$250.00 from the Tenants for this claim, pursuant to Policy Guideline #16. I, therefore, award the Landlord with **\$250.00** from the Tenants for this claim, pursuant to section 67 of the Act.

#3 LATE FEE → \$150.00

[see also section 15 of the Act for fees a landlord can't charge a tenant]

In terms of the Landlord's late rent fee, the *Residential Tenancy Act* Regulation ("Regulation") sets out the allowable fees that can be charged by a landlord:

Non-refundable fees charged by landlord

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

. . .

(d) subject to subsection (2), an administration fee of not more than **\$25** for the return of a tenant's cheque by a financial institution or for late payment of rent;

. . .

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

[emphasis added]

I find that the Landlord cannot impose a \$50.00 fee in this case, as the Regulation authorizes only \$25.00 per month of late rent. I find that the Landlord provided sufficient, undisputed evidence that the Tenants were late in their rent payment in June, July, and August 2020, and therefore, I award the Landlord with recovery of **\$75.00** for this claim.

#4 COST TO RE-KEY, DUPLICATE KEYS → \$98.49

Section 25 of the Act sets out landlords' and tenants' requirements surrounding rekeying locks for rental units. Section 25 states:

Rekeying locks for new tenants

25 (1) At the request of a tenant at the start of a new tenancy, the landlord must

(a) rekey or otherwise alter the locks so that keys or other means of access given to the previous tenant do not give access to the rental unit, and

(b) pay all costs associated with the changes under paragraph (a).

(2) If the landlord already complied with subsection (1) (a) and (b) at the end of the previous tenancy, the landlord need not do so again.

People have the ability to copy most keys; therefore, if a tenant returns the rental unit keys to the landlord at the end of the a tenancy, it does not mean that the tenant has not had more keys copied for the residential property. Regardless, according to Policy

Guideline #1, “The tenant must return all keys at the end of the tenancy, including those he or she had cut at his or her own expense.”

However, as set out in section 25 of the Act, it is a landlord’s responsibility to re-key locks to the rental unit, if they are so requested by subsequent tenant(s). As a result, I find that the Landlord does not have the authority under the Act to charge the Tenant for the cost to re-key the rental unit; therefore, I dismiss this claim without leave to reapply.

#5 CLEANING → ~~\$313.60~~ 262.50 [she said she negotiated it down]

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

Policy Guideline #1 helps interpret section 37:

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 noted above, the Tenants were responsible for the condition of the rental unit until the end of the tenancy.

As the CIR is the primary means of determining the condition of the rental unit and a tenant’s responsibilities in this regard at the end of a tenancy,

The Regulation says the following about CIRs:

Evidentiary weight of a condition inspection report

21 In dispute resolution proceedings, a condition inspection report completed in accordance with this Part is evidence of the state of repair and condition of the rental unit or residential property on the date of the inspection, unless either the landlord or the tenant has a preponderance of evidence to the contrary.

The Landlord also submitted photographs she said that the cleaner took of the rental unit at the end of the tenancy, prior to cleaning it. I find that the photographs indicate that the Tenants did not clean the rental unit, although, the photographs did not reveal a filthy rental unit. However, I find it was necessary to clean the rental unit prior to new tenants residing there. I find that the rental unit was marginally unreasonably clean, and that it would not take an excessive amount of cleaning to bring it to a reasonably clean standard.

The cleaning invoice did not indicate an hourly rate or how many hours it took to clean the rental unit. However, using a standard rate of \$30.00 per hour would mean that the cleaners took approximately 8 hours to clean the rental unit. The Parties agreed that this is a two-bedroom, two-bathroom condominium. Given the marginally unreasonably clean condition that I have found the unit to have been in at the end of the tenancy, I find on a balance of probabilities that it would be more reasonable to have taken approximately five hours for professionals to have cleaned this unit. I, therefore, award the Landlord with recovery of five hours of cleaning at \$30.00 per hour, plus GST for a total of **\$168.00**.

#6 TITLE SEARCH → \$76.88

Section 71 of the Act states that the Director may order that a notice, process, or other document may be served by substituted service in accordance with the order.

Policy Guideline #12 ("PG #12"), "Service Provisions", addresses situations in which an applicant does not know the respondent's mailing address. PG #12 states:

1. ADDRESS FOR SERVICE

The respondent's address may be found on the tenancy agreement, in a notice of forwarding address, in any change of address document or in an application for dispute resolution.

When a party cannot be served by any of the methods permitted under the Legislation, the Residential Tenancy Branch may order a substituted form of

service.

. . .

13. RESIDENTIAL TENANCY BRANCH ORDERS REGARDING SERVICE

The Legislation provides that the Residential Tenancy Branch may make the following orders:

- That a notice, order, process, or other document may be served by substituted service in accordance with the order.

. . .

14. ORDERS FOR SUBSTITUTED SERVICE

An application for substituted service may be made at the time of filing the application for dispute resolution or at a time after filing. The party applying for substituted service must be able to demonstrate two things:

- that the party to be served cannot be served by any of the methods permitted under the Legislation, and
- that there is a reasonable expectation that the party being served will receive the documents by the method requested.

The Landlord provided the Parties' email addresses in the Application; therefore, she knew how to reach both Tenants in a manner other than by mail or in person contact. I find that the Act and PG #12 offered the Landlord a means of serving the Tenant with the Application documents, without having to go to the cost and effort of a title search to find the Tenant, S.Z. Had the Landlord applied for an Order of Substituted Service, it is more likely than not that she would have received authorization to serve S.Z. via email.

I, therefore, find that the Tenants should not have to pay for the Landlord's failure to use the service mechanism available under the Act. Accordingly, I dismiss this claim without leave to reapply.

Summary and Set Off

I find this claim meets the criteria under section 72(2)(b) of the Act to be offset against the Tenants' security deposit of \$1,115.00, in partial satisfaction of the Landlord's monetary award. Given the partial success of her Application, I also award the Landlord with recovery of the \$100.00 Application filing fee.

	Receipt/Estimate From	For	Amount
1	Interact e-transfer	Unpaid rent	\$3,600.00
2	[Agent]	Re-rent cost	\$250.00
3	Addendum p. 7, #19	Late fee	\$75.00
4	[Local] locksmith	Rekey and duplicated keys	\$0.00
5	[Cleaners]	Move out cleaning	\$168.00
6	[Title search co.]	Title search	\$0.00
		Sub-total	\$4,093.00
		Less remaining security deposit:	(\$1,115.00)
		Application filing fee	\$100.00
		TOTAL MONETARY ORDER	\$3,078.00

The Landlord is awarded \$4,093.00 from the Tenants, pursuant to section 67 of the Act. The Tenant is authorized to retain the Tenants' \$1,115.00 security deposit in partial satisfaction of the monetary award. I grant the Landlord a monetary order of **\$3,078.00**, pursuant to section 67 of the Act, for the remaining amount of the monetary award, after the security deposit is deducted.

Conclusion

The Landlord's Application for compensation for damage or loss against the Tenants is successful in the amount of \$4,093.00. The Landlord is also awarded recovery of her \$100.00 Application filing fee for a total award of \$4,193.00.

I authorize the Landlord to retain the Tenants' remaining security deposit of \$1,115.00 in partial satisfaction of the claim. The Landlord has been granted a Monetary Order under section 67 for the balance due by the Tenants to the Landlord in the amount of **\$3,078.00**.

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

As the Tenants were jointly and severally liable while they were co-Tenants, the Landlord may enforce the Monetary Order against one or the other or both of them.

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: December 4, 2020

Residential Tenancy Branch