



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S, MNDL, MNDCL, 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 of \$2,203.75, retaining the security deposit to apply to this claim; for compensation for monetary loss of \$2,875.00; for compensation for damage under the Act of \$2,000.00; and to recover the \$100.00 cost of her Application filing fee.

The Tenant, J.C., and the Landlord appeared at the teleconference hearing and gave affirmed testimony. The original hearing was adjourned, because there was not enough time to go through all of the Landlord's claims and the Parties' evidence. The hearing was reconvened and the same Parties attended both times.

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 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 provided or confirmed their email addresses at the outset of the hearing, and they confirmed their understanding that the Decision would be emailed to both

Parties and any Orders sent to the appropriate Party.

In explaining the hearing process, 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

- 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 began on December 1, 2018, running to November 30, 2019, and then continued with another fixed term lease to November 30, 2020. They agreed that the Tenant paid the Landlord a monthly rent of \$2,203.75, due on the first day of each month. The Parties agreed that the Tenant paid the Landlord a security deposit of \$1,075.00, and no pet damage deposit, and that the Landlord retained the security deposit pursuant to having applied for dispute resolution.

At the beginning of her evidentiary submissions, the Landlord said that she seeks compensation for the following in this hearing:

1. July rent;
2. Damage to the property and chattels associated with the property;
3. Loss of August rent for the lower suite; and
4. Filing fee.

#1 RECOVERY OF UNPAID RENT → \$2,203.75

The Landlord said that the Tenant breached the fixed term tenancy agreement, and did not give her one month's notice of the end of the tenancy properly. The Landlord said: "She gave notice on June 9 or on June 11 to be effective July 15 – that's not proper notice. And she paid no rent in July 2020."

The Tenant said she wanted to give the Landlord the July rent on July 1st in person,

rather than with a post-dated cheque. The Tenant said that she called and texted the Landlord a number of times about this, but that the Landlord never responded.

The Landlord said:

She texted me several times and called, but didn't indicate for what reason. I was upset at that time, because I could tell that there were more people living upstairs than there should be, but I didn't want to talk to her at that point because of that... there were at least 9 to 10 people living in a three-bedroom suite during a pandemic. They couldn't be social distancing... total disregard for all other tenants . . . they jeopardized people's lives by doing that. I was very upset. In addition, she figured it was okay to call me at 11:03 at night or at 6:50 in the morning. Unless there is an emergency, you do not call a landlord at those hours.

The Tenant acknowledged that she did not pay rent to this Landlord in July 2020. The Tenant said:

No, I didn't pay, because I wanted to talk to her and give it to her personally and then she will give back to me. But she doesn't want to talk to me. The only thing we saw each other was on July 16 when it was time for us to move out. No, so I did not pay her the rent for July, because I keep calling and texting her and I wanted to talk to her personally, and I wanted her to call me. I don't know why she isn't answering me or calling me. I didn't do anything wrong to her, so why she didn't respond? When she took all our empty cans, she never talked to me . . . I pleaded to please call me.

The Landlord said:

I have a comment. After I received her notice, I sent her a registered mail advising her that she was responsible for July rent, and also advising her that she couldn't use the security deposit toward the rent for July. That letter was sent on June 18 by registered mail. What I received in response was a letter from her putting me on notice to respond to her no later than June 26. She was demanding her security deposit up front. And made up a whole list of bogus amounts trying to offset the July rent. I didn't want to have any verbal communication; I wanted everything in writing. She made her point clear to me that she didn't want to pay July rent. I advised her in writing that she did not serve the notice properly. She missed the last day of the prior month, so she was responsible for July.

#2 COMPENSATION FOR DAMAGE CAUSED BY THE TENANT → \$2,875.00

The Landlord said that this claim is because of [the Tenant's] comments to the downstairs tenant ("Downstairs tenant"). The Landlord said:

She told the Downstairs tenant that it was an unsafe place to live, and therefore, the Downstairs tenant made implications to me that I had misrepresented the suite. I was afraid I was going to end up with two empty suites. I offered her the upstairs suite. Therefore, I'm at a loss for August rent for \$1,895.00 for the downstairs suite. See Downstairs tenant's letter.

The Landlord submitted a four-page, densely hand-written letter dated July 2, 2020, that she received from the Downstairs tenant ("July 2, 2020 Letter"). This addressed the problems the Downstairs tenants had with the upstairs Tenants. Much of the letter addresses noise the Tenants caused, which regularly disturbed the Downstairs tenant and her two sons, both of whom have autism. The Downstairs tenant also referred to the Tenants leaving garbage and beer cans near the Downstairs tenant's doorway. However, there was only one reference that was made about the upstairs Tenant warning her about danger at the residential property. In the July 2, 2020 Letter, the Downstairs tenant said:

...She then said that her extra family members are there to help keep her safe from this place. I asked what is the big danger at home? She smiled and said it's not up to her to tell me dangers.

The Landlord said:

I offered the Downstairs tenant the upstairs suite. She implied that I misrepresented the environment for her. I'm at a loss of \$4,089.75 in rent, which has caused a lot of financial hardship. Therefore, I was only able to fix the upstairs suite partially.

The Landlord explained that the two rents come to \$4,098.75, because the Tenant didn't pay July rent (\$2,203.75), and Downstairs tenant moved up, and no one was there to pay lower rent of \$1,895.00.

#3 COMPENSATION - MONETARY LOSS OR OTHER MONEY OWED → \$2,000.00

The Landlord said:

They were guestimates in the Application. The damage that was done, the invoices come to \$1,558.13 - that was the actual stuff that I had paid. I gave estimates of \$1,050.00, but the estimates do not include the removal of the alarm system battery, the garbage removal, cleaning - the lady that took over this suite took a credit of \$100.00, instead of having it cleaned.

In her evidence, the Landlord claimed the following costs from the Tenants.

- 1) \$ 204.75 → Plumber's bill
 - 2) \$ 220.38 → Close drywall after plumber and painting
 - 3) \$ 833.00 → Blinds [hole filling and painting bedrooms]
 - 4) \$ 300.00 → rot iron gate
- Total: \$1,558.13**

A. Plumber's Bill → \$204.75

The Landlord said:

I had to make sure that they hadn't tampered with the pipes, because the wall had been opened up in 2019, and the plumbers had left the drywall beside a closet. That was to be screwed back into place, but we never got to that. They said they did work on the pipes to bill me for it. [The Tenant] said her husband and her cousin had worked on the pipes. See my submissions in Exhibit #14 [heating and cooling company invoice, ("Plumber's Invoice")] They had to say in 2019, that no piping was found to have any leaks. But [the Tenant] said there were leaks. There were no leaks. They came out on June 9, 2020 to see if the [Tenants] had done anything. I had to bring them out again to determine that – see exhibits 14 and 15.

I brought in a plumber to makes sure everything was okay, because they had been tampering with the plumbing. Everything was all right. – see page 97.

The plumber's invoice on page 97 (Part 5) of the Landlord's documentary submissions states the following:

We attended at [residential property address] on June 9, 2020 to determine whether any modifications had been made to the laundry room pipes and to

determine whether the laundry sink and drainage were working properly as they were on our last visit.

We concluded that nothing has been changed and once again that there is no leakage from the pipes or basin and like before the drainage was fine.

The Tenant said:

All the things she says is all lies. First of all, did you renovate the place when they moved in? She never renovated anything. The lady I 'intimidated' - I only saw one time.

She asked my cousin to stay with us until we moved out. How can we do all the damage she is telling me? We are the ones who fixed it. I don't want to be stressful – I ask her to fix something, and she says, 'I don't have money'. Always 'I don't have money'. People moved out, because she won't fix anything. She asked my husband to fix the downstairs door. [The Landlord] doesn't want to spend anything. She just collects money. The balcony is very dangerous, I almost fall off that one.

The washing machine., - those people who live downstairs are doing the drugs. I tell [the Landlord] this and she said she will go there, but when she has the money, that's it. All the things that we moved in there, everything is all messy. She asked my cousin so that the carpets will be cleaned. I didn't respond to this – it's all lies. . I have so much stress, when she gives me a lot. Everything I say is true. We are not owners of the house - why do we destroy it? Why would we intentionally damage it?

B. Close Drywall and Painting → \$220.38

The Landlord said:

On a prior visit, [the Tenant] had complained that there was water on the floor. There was water on the floor because they overflowed the basement where the water drains. The plumbers had left the drywall leaning against closet in the laundry room, monitoring it to make sure that nothing's going wrong. So, the drywall they had cut out, they left it leaning on the free standing . . . the drywall disappeared. It could have been screwed back in, but instead, I had to bring

someone in to drywall the wall over. Once the plumber inspected everything, I brought these people in to close in the pipes. That was the painting [company] on page 99.

The Landlord submitted an invoice from a painting company, which stated:

Aria in Laundry Room Needed
Bording and mudding / sanding & painting
Price agreed
+ mud 20.38
220.38
[reproduced as written]

The Landlord said: "I don't know what they did to the walls in the master and middle bedrooms. They had to be washed, holes to fill, painted with two coats."

The Tenant said:

It was all about damage..., but we do everything – even the small, basic repairs. She never spent anything. Also, she asked my husband to clean in her apartment; she never paid for it.

The last one is the day before we moved out. She did not give me the [CIR] papers – she checked everything on her own. At the end, she asked me to sign the good condition, but I didn't know the content. How can I sign it? She's always threatening me that if you don't sign it, you have to pay.

Everything is clean and all done, no complaint until after we moved out. Then she made the pictures and everything. We moved out already. We are there, and everything is well done, and then we go away. The only thing she said to me was when I didn't want to sign. I didn't want to sign the move out condition inspection report; she's the one doing all the copy, I didn't see it, I don't know the content of this. She doesn't want me to read it.

C. Blinds, Hole-Filling, Sanding, Painting → \$833.00

The Landlord said that the blinds in the master bedroom and the kitchen had been dismantled, and she referred to her Exhibit 13 and pages 63 to 93. She said: "This will

give you an idea of how the place was left; the blinds from the kitchen had been dismantled. The headers had been put on the sundeck.”

I find the photographs on the pages the Landlord referred to are dark and blurry, and it is not always clear what they are of, although the Landlord labelled some of them, which helped in their identification. However, most of the photographs in these pages include objects other than the blinds. There are photographs of “wall dirty around [light] switch” and holes in the wall. One comment the Landlord wrote on a photograph of a living room was: “note prior tenant only leaned pictures”. I find the Landlord is implying that holes in the wall are damage that a tenant is responsible to repair, rather than normal wear and tear. This raises questions in my mind about the Landlord’s understanding of and compliance with the Act in this regard.

Section 32 of the Act requires a tenant to make repairs for damage that is caused by the action or neglect of the tenant, other persons the tenant permits on the property or the tenant’s pets. Section 37 requires a tenant to leave the rental unit undamaged. However, sections 32 and 37 also provide that reasonable wear and tear is not damage and that a tenant may not be held responsible for repairing or replacing items that have suffered reasonable wear and tear.

Policy Guideline #1 helps interpret these sections 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: “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.” [emphasis added]

One photograph on page 69 of the Landlord’s submissions shows blind slats with marks or dents in them, but there is no indication that they had been dismantled. The photograph on page 70 appears to show a vertical blind with three-quarters of the slats having the bottom foot cut off. It looks like this photograph is from the outside, so it is difficult to determine what it shows. There are no notes by the Landlord on this photograph; therefore, I find it difficult to find blame with the Tenants for the blind in this photograph.

The Landlord submitted a photograph on page 91, which is labelled: “blind headers dismantled & put on deck”. Again, this is a dark, blurry photograph of what looks to be a railing and a roof outside. I do not see anything resembling a blind or blind header in this photograph.

The Landlord submitted an invoice from [J’s] Home Services dated July 30, 2020. This invoice is totaled at \$833.00 and bills the Landlord for the following:

Supply materials & install

104” Vertical blind	128
78’ “ “	105

Wash, fill, sand & paint walls	
-2 coats – 2 bedrooms	<u>600</u>
Total	<u>833</u>

The Landlord said: “I don’t know what they did to the walls in the master and middle bedroom. They had to be washed, holes to fill, painted with two coats.”

The Tenant submitted coloured photographs that were dated December 2018 – the start of the tenancy. The notes on these photographs include the following:

<u>Date Provided</u>	<u>Photograph of</u>	<u>Note on Photograph [Description]</u>
Dec. 3/18 at 11:05 am	Front door & steps	Cigarette filter, door won’t close properly
Dec. 3/18 at 11:05 am	Outside window	Blinds in living room don’t go down

Dec. 4/18 at 6:06 am	Bedroom wall	[photo shows marks all over wall]
Dec. 7/18 at 5:29 pm	Kitchen wall	[shows dirty grout in wall tile]
Dec. 6/18 at 3:39 pm	Balcony suite (in)	Garbage [mess of boxes, garbage]
Dec. 6/18 at 3:39 pm	Balcony suite (out)	[Shows age – 70s building/condition]

D. Rot Iron Gate → \$300.00

The Landlord said that there is a metal gate on the sundeck, which the Tenant(s) removed, and that the gate was “totally mangled”. She said: “They had cut off the latch that was for closing the gate and taped it with black tape.”

The Landlord said that she bought the residential property in 2001 and,

...that railing had been done maybe 5 years prior. They broke the gate - the property latch. There's pictures of all this in my evidence. It would have voided my insurance if someone had fallen down the stairs. They removed the gate on the sundeck, which was a rot iron gate that belonged to the rest of the property... they put in a makeshift door. I have never seen tenants take the liberty of what these tenants did to my property.

The Landlord submitted photographs that she said were of the gate and the latch and evidence of damage done by the Tenants. However, the photographs are dark and blurry for the most part, and therefore, difficult to interpret.

The Landlord submitted an invoice from [D.I.] dated August 11, 2020 for \$300.00, which states:

Repair to damaged gate – straightened gate
Square up replace broken hinge & latch
[unintelligible word] remove & reinstall repaired
Gate & paint. 5 hrs @ 60

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 began testifying, I advised them on how I would analyze the evidence presented to me. I told them that a party who applies for compensation against another

party has the burden of proving her claim on a balance of probabilities. Policy Guideline 16 sets out a four-part test that an applicant must prove in establishing a monetary claim. In your case, the Landlord must prove:

1. That the Tenant 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 RECOVERY OF UNPAID RENT → \$2,203.75

Section 26 of the Act states: “A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with the Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.” There is no evidence before me that the Tenant had a right to deduct any portion of the rent from the monthly rent due to the Landlord. Pursuant to section 26 of the Act, I award the Landlord a monetary order of \$.00 in recovering of the unpaid rent.

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.

...

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

According to section 45, if the Tenant gave notice to end the tenancy on June 9 or 11th, 2020, then the effective vacancy date would be July 31, 2020. As such, I find that the Tenant owed the Landlord rent for July 2020. As the Tenant acknowledged not having paid rent to the Landlord for July, I award the Landlord with **\$2,203.75** from the Tenant, pursuant to sections 26, 45 and 67 of the Act.

When I consider the evidence before me, I find that the Tenant owes the Landlord rent for July 2020 in the amount of \$2,203.75. I, therefore, award the Landlord with **\$2,203.75** from the Tenant, pursuant to sections 26 and 67 of the Act.

#2 COMPENSATION FOR DAMAGE CAUSED BY THE TENANT → \$2,875.00

Regarding the contents of the July 2, 2020 Letter from the Downstairs tenant, I find it more likely than not that the absence of the Tenant(s) from the residential property would make the property more appealing to the Downstairs tenant. This is because it would be the end of the noise and garbage that the Tenant and her family made, according to the Downstairs tenant in her July 2, 2020 Letter. As such, I find that the Downstairs tenant would have preferred the residential property after the Tenants vacated the rental unit, and therefore, she would be less likely to move out. Further, the Downstairs tenant only referred to the Tenant having warned her about danger on one occasion, and this was mentioned only once in the July 2 Letter, compared to the concerns about noise, which were addressed multiple times. As such, I find the later issue was more critical to the Downstairs tenant than was the potential for danger.

I find that the Landlord was able to find a new tenant for the upstairs suite, because the Downstairs tenant wanted to move up to that unit. As such, the Landlord was saved a greater loss of rent than if the upper suite were left vacant after the Tenants moved out. Further, the Landlord said that she offered the upper suite to the Downstairs tenant, and therefore, I find that the Landlord had a role in the vacancy of the downstairs suite.

Based on the documentary evidence and testimony before me overall, I find that the Landlord has provided insufficient evidence that the Tenants are responsible for the vacancy of the downstairs rental unit. As such, I dismiss this claim without leave to reapply.

#3 COMPENSATION - MONETARY LOSS OR OTHER MONEY OWED → \$2,000.00

A. Plumber's Bill → \$204.75

The Landlord said that she had to have plumbers attend to make sure that “they hadn’t tampered with the pipes, because the wall had been opened up in 2019, and the plumbers had left the drywall beside a closet. That was to be screwed back into place, but we never got to that.”

The Landlord said that this work was done in the laundry room, which is a common area open to all tenants and occupants of the residential property. The Landlord acknowledged that work had been done in 2019 and that a piece of drywall cut out of the wall was set down for later reattachment, but she said “...we never got to that”. I find that the Landlord has responsibility for not arranging to have the drywall re-installed to prevent the potential for “tampering” with the pipes, and misplacing the drywall piece.

The Tenant did not acknowledge that she had said or that her family had done any repairs to the pipes in the laundry room. The Tenant said that her family did some repairs at the residential property, because she said the Landlord was reluctant to spend money to fix anything. However, I find that this is insufficient evidence to establish on a balance of probabilities that the Tenant(s) had done anything to the pipes. Further, the plumber’s report indicates that there was nothing wrong with the pipes. As a result, I find this expense was not sufficiently justified, that the Landlord was responsible for the piece of drywall not being re-installed, and that the Tenant(s) were unreasonably blamed for causing damage for which none was found. Accordingly, I dismiss this claim without leave to reapply.

B. Close Drywall and Painting → \$220.38

The Landlord said that the hole in the laundry room from where the piece of drywall had been cut out had to be covered over. The Landlord did not say how she knew that the Tenant and her family had done something with the piece of drywall. The laundry room is a common area and other people had access to it; therefore, I find that the Landlord did not prove on a balance of probabilities that the Tenants were responsible for the missing drywall or the repair to the laundry room wall that was needed, as a result. I also note the Landlord’s evidence that the piece of drywall was supposed to have been re-attached, but it was lost before that could happen. I have found the Landlord holds responsibility for this, as a result. I, therefore, dismiss this claim without leave to reapply.

C. Blinds, Hole-Filling, Sanding, Painting → \$833.00

Other than the photograph on page 69 that shows dents or marks in a vertical blind, and that on page 70, which appears to show a blind that was partially shortened, I find that the Landlord did not provide sufficient evidence that the Tenant “dismantled” or damaged blinds in the rental unit.

Further, although there is evidence before me from the Tenant that the CIR was not prepared together by the Parties, I find that one was produced, although, neither Party directed me to a copy of the CIR in their submissions. As such, I cannot compare the condition of the rental unit at the start of the tenancy to that at the end.

However, the Tenant submitted a number of photographs taken at the start of the tenancy, which show that the rental unit was not in the pristine condition that the Landlord implies it was, compared to the condition at the end of the tenancy.

When I consider the evidence before me overall, I find that the Landlord has not provided sufficient evidence to establish on a balance of probabilities that any damage from this tenancy was more than normal wear and tear. I find that the residential property was in questionable condition at the start of the tenancy and that it was not in any worse condition at the end. As such, I dismiss this claim without leave to reapply.

D. Rot Iron Gate → \$300.00

I find that the Landlord's photographs of the gate are too dark and blurry to see the damage to which the Landlord has referred. And as noted above, there is no CIR before me to assist in determining the condition of the rental unit and its fixtures at the beginning and the end of the tenancy. Further, the Landlord's evidence is that the gate was new in approximately 1996, or about five years before the Landlord purchased the property in 2001.

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 repair or replacement.

In PG #40, the useful life of metal railings or gates is 15 years. The evidence before me is that the gate was new in 1996, so it was approximately 24 years old at the end of the tenancy and had no useful life left in terms of its depreciated value.

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 or repair cost. This reflects the useful life of fixtures, such as carpets, countertops, doors, etc., which depreciate all the time through normal wear and tear.

As such, given my finding of insufficient evidence from the Landlord for this claim and given the age of the gate, I find that the Landlord is ineligible for compensation for this claim. I, therefore, dismiss this claim without leave to reapply.

Summary and Off Set

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 \$1,075.00 in partial satisfaction of the Landlord's monetary claim.

Based on the evidence before me overall, I have awarded the Landlord with \$2,203.75 in unpaid rent from the Tenants, pursuant to section 67 of the Act. I also award the Landlord with recovery of her \$100.00 Application filing fee pursuant to section 72, for a total award of **\$2,303.75**.

The Landlord is authorized to retain the Tenant's \$1,075.00 security deposit in partial satisfaction of the award. I grant the Landlord a Monetary Order for the remainder in the amount of **\$1,228.75**.

Conclusion

The Landlord is successful in her claim for unpaid rent and for recovery of the \$100.00 Application filing fee, for a total of \$2,303.75. However, the Landlord's other claims are dismissed without leave to reapply, because the Landlord provided insufficient evidence on a balance of probabilities to meet her burden of proof in these matters.

The Landlord is authorized to retain the Tenant's \$1,075.00 security deposit in partial

satisfaction of the monetary award. The Landlord is granted a Monetary Order of **\$1,228.75** from the Tenant for the remainder of the award owing.

This Order must be served on the Tenant by the Landlord 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: March 02, 2021

Residential Tenancy Branch