



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL, MNDCL, FFL

Introduction

This hearing dealt with the landlords' application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a Monetary Order for damage or compensation, pursuant to section 67;
- a Monetary Order for damage, pursuant to section 67; and
- authorization to recover the filing fee from the tenants, pursuant to section 72.

The landlords, the tenant and the tenant's agent attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

Both parties agree that the tenant was served with the landlords' application for dispute resolution and evidence via registered mail. I find that the tenant was served in accordance with section 89 of the *Act*.

Both parties agree that the landlords' received the tenant's evidence in person on February 15, 2021. The landlords testified that this evidence was late.

Section 3.15 of the Residential Tenancy Branch Rules of Procedure (the "*Rules*") states that the respondent's evidence must be received by the applicant and the Residential Tenancy Branch not less than seven days before the hearing. I find that the tenant's evidence was received by the landlords more than seven days before this hearing and is admitted for consideration.

Issues to be Decided

1. Are the landlords entitled to a Monetary Order for damage or compensation, pursuant to section 67 of the *Act*?
2. Are the landlords entitled to a Monetary Order for damage, pursuant to section 67 of the *Act*?
3. Are the landlords entitled to recover the filing fee from the tenants, pursuant to section 72 of the *Act*?

Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of both parties, not all details of their respective submissions and arguments are reproduced here. The relevant and important aspects of the tenant's and landlords' claims and my findings are set out below.

Both parties agreed to the following facts. This tenancy began on August 1, 2018 and ended on March 31, 2020. Monthly rent in the amount of \$1,900.00 was payable on the first day of each month. A security deposit of \$950.00 and a pet damage deposit of \$500.00 (the "deposits") were paid by the tenant to the landlords. The landlords returned the deposits to the tenant on June 14, 2020.

Both parties agree on the following facts. The landlords did not complete a move in condition inspection report at the start of this tenancy. The parties completed a move out condition inspection report on June 1, 2020; however, the report states that the tenant does not agree with its contents. The move out condition inspection report was entered into evidence.

Both parties agree that the following people were in attendance for the move out condition inspection report:

- landlord C.W.;
- a witness for the landlord;
- the tenant; and
- the tenant's partner.

The landlords entered into evidence a move in/out condition inspection report completed and signed by the landlords and the previous tenants (the "previous report"). The landlords testified that the previous tenancy ran from September 15, 2017 to June

30, 2018 and that the subject rental property was vacant until the tenants moved in on August 1, 2018. The previous report states that the subject rental property was a new build and in good condition at the start of the tenancy on September 15, 2017 and that the entire property was in good condition at the end of the tenancy except for two marks in the drywall going down the stairs.

The landlords entered into evidence a signed letter from the previous tenant which states in part:

The duplex was a new build when we took possession and when we left 10 months later, other than 2 marks on the wall the we produced when we moved out of the duplex, the home was in new condition.

The landlords testified that the following damages arose from this tenancy:

Item	Amount
Unpaid utilities	\$446.81
Replace cracked sink	\$210.00
Repair and clean flooring	\$1,231.50
Clean property	\$189.00
Total	\$2,077.31

Unpaid utilities

The landlords testified that the tenancy agreement and addendum to the tenancy agreement states that the tenant is responsible for 2/3 of the electricity, gas and city utilities. The tenancy agreement and addendum entered into evidence confirm the above testimony. The landlords testified that as the bills came in at different times it became difficult to calculate so the landlords asked the tenants to pay \$394.13 in March 2019 for January, February and March 2019's utilities and \$116.00 per month from April 2019 forward. The landlord testified that the bills were to be reconciled at the end of each year and either the tenant would pay any outstanding funds or the landlords would reimburse the tenant for any overages paid.

The landlords testified that the parties reconciled the bills for 2018 but the tenant has refused to pay outstanding amounts for 2019 and 2020. The electricity, gas and city

invoices for 2019 and 2020 were entered into evidence. The tenant did not dispute that the 2018 bills were reconciled.

The tenant testified that the landlord did not provide her with all of the bills and instead gave her a spreadsheet that was difficult to understand and later gave her another spreadsheet with a different amount owing. The tenant testified that she has no problem paying for what she's used but the spreadsheets were not clear. The landlords agreed that the spreadsheets given to the tenant had different sums owing. The landlords testified that the first spreadsheet contained an error which was corrected in the second spreadsheet.

Both parties agree that the tenant made the following payments for utilities in 2019 and 2020:

Date	Amount
March 2, 2019	\$394.13
April 11, 2019	\$116.00
May 2, 2019	\$116.00
June 3, 2019	\$116.00
July 7, 2019	\$116.00
August 1, 2019	\$116.00
September 1, 2019	\$116.00
September 30, 2019	\$116.00
October 6, 2019	\$116.00
October 31, 2019	\$116.00
December 1, 2019	\$116.00
January 1, 2020	\$116.00
February 1, 2020	\$116.00
March 3, 2020	\$116.00
March 31, 2020	\$116.00
April 29, 2020	\$116.00
Total	\$2,134.13

The landlords entered into evidence electricity bills from January 8, 2019 to June 4, 2020 as follows:

Billing Period	Total Cost of Electricity
January 8, 2019 to Mar 7, 2019	\$183.20
March 8, 2019 to April 5, 2019	\$63.82
April 6, 2019 to May 7, 2019	\$70.20
May 8, 2019 to June 6, 2019	\$84.54
June 7, 2019 to July 8, 2019	\$74.87
July 9, 2019 to August 7, 2019	\$90.34
August 8, 2019 to September 6, 2019	\$77.69
September 7, 2019 to October 7, 2019	\$64.40
October 8, 2019 to November 6, 2019	\$64.87
November 7, 2019 to December 5, 2019	\$70.54
December 6, 2019 to January 7, 2020	\$101.44
January 8, 2020 to February 5, 2020	\$110.86
February 6, 2020 to March 6, 2020	\$112.23
March 7, 2020 to April 3, 2020	\$98.09
April 4, 2020 to May 5, 2020	\$98.46
May 6, 2020 to June 4, 2020	\$66.06

The landlords entered into evidence gas invoices from January 11, 2019 to June 10, 2020:

Billing Period	Total Cost of Gas
December 12, 2018 to January 11, 2019	\$73.48
January 11, 2019 to February 11, 2019	\$109.05
February 11, 2019 to March 12, 2019	\$106.20
March 12, 2019 to April 11, 2019	\$49.00

April 11, 2019 to May 10, 2019	\$33.04
May 10, 2019 to June 11, 2019	\$14.14
June 11, 2019 to July 11, 2019	\$13.27
July 11, 2019 to August 12, 2019	\$14.14
August 12, 2019 to September 11, 2019	\$13.27
September 11, 2019 to October 10, 2019	\$26.99
October 10, 2019 to November 12, 2019	\$67.06
November 12, 2019 to December 12, 2019	\$90.97
December 12, 2019 to January 14, 2020	\$105.51
January 14, 2020 to February 12, 2020	\$94.80
February 12, 2020 to March 11, 2020	\$72.65
March 11, 2020 to April 9, 2020	\$64.20
April 9, 2020 to May 12, 2020	\$34.38
May 12, 2020 to June 10, 2020	\$12.83

The landlords entered into evidence city utility invoices from January 2019 to June 2020:

Billing Period	Total Cost of Utilities
January to March 2019	\$246.40
April 2019 to June 2019	\$237.19
July to September 2019	\$237.19
October to December 2019	\$237.80
January to March 2020	\$249.40
April to June 2020	\$244.49

The landlords testified that the tenant owes \$446.81 in utilities.

Replace cracked sink

The landlords testified that the sink in the main upstairs bathroom was 10 months old and in new condition at the start of this tenancy and was cracked at the end of this tenancy. The landlords entered into evidence an invoice for the replacement of the sink as follows:

- Total labour- \$125.00; and
- Total fixture- \$210.00.

The landlords testified that the tenant asked them to fix a clog in the sink in question in late 2018 or early 2019 and that when they removed the clog, the sink did not have a crack.

The landlords testified that their application for dispute resolution claims \$210.00 for the broken sink, but this amount was put down in error and they are seeking \$335.00 plus GST for the sink.

The tenant testified that she did not spend a lot of time in the bathroom in question as it was used by her kids. The tenant testified that as far as he is aware the sink was cracked when she moved in.

The tenant testified that the invoice entered into evidence states the amount of the fixture and labour but the subtotal, GST and total fields of the invoice are blank. The landlords testified that this was an error of the plumbing company hired to repair the sink, but that they did pay the plumber \$335.00 plus GST for the sink replacement.

The previous report states that the sink was in good condition at the end of the previous tenancy. The move out condition inspection report for this tenancy states that the sink is cracked.

Repair and clean flooring

The landlords entered into evidence a bill for the repair and cleaning of the floor as follows:

- Laminate Repair- Remove baseboards, replace damaged laminate boards with new one: \$342.86
- Carpet Shampoo- Power head and shampoo carpeted areas. Carpeted stairs, hallway and 3 bedrooms: \$730.00
- Tile Cleaning- Clean tiles and grout lines. Located in front entrance area: \$100.00
- GST @ 5%: 58.64
- Total: \$1,231.50

The landlords entered into evidence a letter from the repair person which states:

When I came to quote the repairs for [the subject rental property] I easily noticed the laminate boards that were damaged. Some damaged spots appeared to be

coloured as if to hide the damage. Definitely in need of replacement. In order to do that part of the kitchen cabinets and appliances had to be removed in order to properly replace the damaged boards.

The carpet leading upstairs looked dirty still with hair in the crease of the stair tread. There was multiple stains in each of the 3 bedrooms. The bedrooms appeared to be only vacuumed. They were no signs of them being shampooed. As well as having the smell of pet urine.

I used an E2 rainbow home cleaning system which is certified with AHAM, Carpet and rug institute of america as well as the Asthma and Allergy foundation of American. It is perfect for stained carpet that smells like pet urine. I was able to remove most of the stains in the carpet except for a few small spots. That I would explain as bleached. Meaning that a chemical must have been used on the carpet in those spots to try to remove the stains but in turn only gave the carpet a pinkish yellow color appearing as if it was bleached.

Our carpet cleaning concentrate was able to remove all the pet urine smell and majority of the stains. I also used a hospital grade sanitizer (tryethalyne-glycol) to sanitize the air inside the residence to help eliminate the unwanted odors.

The landlords testified that the tenant had a large metal dog crate on the laminate flooring which is what caused the scratches to the laminate and necessitated some of the laminate boards to be replaced.

The tenant testified that the landlords did not enter into evidence photos of the damage to the laminate and denied that the laminate was damaged.

The tenants entered into evidence a signed statement from the witness who attended the move out condition inspection report which states:

[Landlord C.W.] showed the tenant various items that were damaged or not cleaned properly during the move out inspection. Such items included: damaged laminate flooring near the kitchen, broken sink in the upstairs bathroom, incompletely cleaned fridge and bathroom toilet and bathtub, unclean carpets upstairs in bedrooms and obvious stain on said carpets and unmowed [sic] lawn.

The landlords testified that the carpets in the subject rental property smelled of urine from the tenants two dogs and a special type of carpet cleaner and cleaning solution

was required to get the smell and the stains out of the carpet or else they would have to be replaced. The landlords testified that the tiles also had urine on them and had to be cleaned.

The tenant testified that the carpets were not stained with urine and that her dogs did not pee on the carpets. The tenant testified that she had the carpets cleaned at the end of the tenancy, a receipt for same was entered into evidence.

The tenant entered into evidence photographs of the rooms in the subject rental property that show the carpets looking clean. The landlords entered into evidence close up photographs of the carpet, laminate and baseboard which show yellow marks on the laminate, carpet and baseboards.

The previous report states that the carpets are in good condition at the end of the tenancy. The move out condition inspection report states that the carpet in the master bedroom is dirty and stained, the carpet in the other bedroom is not cleaned. Section Z of the move out condition inspection report states that the tenant is responsible for the dirty and stained carpets.

Clean property

The landlords testified that the tenant did not leave the property clean. The landlords testified that the following areas were not properly cleaned:

- fridge;
- toilets;
- bathtub;
- light fixtures;
- blinds; and
- windows.

The landlords entered into evidence a cleaning receipt in the amount of \$189.00. The landlords entered into evidence photographs showing and unclean toilet and bathtub, a dirty light fixture and kitchen cabinet. The landlords entered into evidence a signed letter from their cleaner which states in part:

I am writing this letter to confirm that I have been hired to professionally clean the above-listed property after its last tenant left at the end of May. Although I did not clean the property until July 8th, I did the walk through around the day after it

was vacated to provide a cleaning quote, at which point I was also able to notice that the carpets had not been cleaned and shampooed and also smelled of dog urine. One of the bathroom sinks was cracked in the middle and there was damage to the main floor laminate.

During the original inspection for the quote, it was visible that the property had not been returned to [the landlords] by the tenant in clean condition. While no amount of cleaning had been done thoroughly, the state of the washrooms was noteworthy. The toilets were visibly dirty, and one of the bathtubs even had dirty paper towels inside. Baseboards were stained with pet urine as were some spots on the lower parts of the walls. The kitchen was also dirty, such as the fridge and the cupboard doors. Walls had not been washed. Blinds were visibly dirty as was most of the property, which was not left in the condition that would be satisfactory for a move out inspection. The house had to be cleaned before anyone could move in.

The tenant testified that the subject rental property was clean when she moved out. The tenant entered into evidence photographs that show that the subject rental property looks clean. Most of the photographs entered into evidence are taken from a distance. The tenant testified that the photographs entered into evidence by the landlord were not taken at the end of the tenancy. The landlords testified that they were taken on May 31, 2020, after the tenant had moved out.

The move out condition inspection report states that the following areas are dirty:

- drawers;
- cupboard doors;
- stovetop;
- refrigerator;
- blinds;
- light fixtures;
- window coverings; and
- bathtub.

The tenant testified that the landlords' cleaner only has two 'likes' on a social media

platform and does not appear in a “google” search. The landlords testified that their cleaner does not advertise as she has a full client list and rarely takes on new clients.

Analysis

Section 67 of the *Act* states:

Without limiting the general authority in section 62 (3) [*director's authority respecting dispute resolution proceedings*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

Policy Guideline 16 states that it is up to the party who is claiming compensation to provide evidence to establish that compensation is due. To be successful in a monetary claim, the applicant must establish all four of the following points:

1. a party to the tenancy agreement has failed to comply with the Act, regulation or tenancy agreement;
2. loss or damage has resulted from this non-compliance;
3. the party who suffered the damage or loss can prove the amount of or value of the damage or loss; and
4. the party who suffered the damage or loss has acted reasonably to minimize that damage or loss.

Failure to prove one of the above points means the claim fails.

Rule 6.6 of the Residential Tenancy Branch Rules of Procedure states that the standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

When one party provides testimony of the events in one way, and the other party provides an equally probable but different explanation of the events, the party making the claim has not met the burden on a balance of probabilities and the claim fails.

Unpaid utilities

Based on the signed tenancy agreement and the signed addendum to the tenancy agreement that were entered into evidence, I find that the tenant is required to pay 2/3 of all electric, gas and city utility bills.

I find that the tenant has not paid 2/3 of each bill and the landlords are entitled to collect that portion of bills that have not been paid.

I find that from January 1, 2019 to May 31, 2020 the tenant's portion of the electrical bills are as follows:

Billing Period	Total Cost of Electricity	Tenant's Portion (2/3 or 67%)
January 8, 2019 to Mar 7, 2019	\$183.20	\$122.74
March 8, 2019 to April 5, 2019	\$63.82	\$42.76
April 6, 2019 to May 7, 2019	\$70.20	\$47.03
May 8, 2019 to June 6, 2019	\$84.54	\$56.64
June 7, 2019 to July 8, 2019	\$74.87	\$50.16
July 9, 2019 to August 7, 2019	\$90.34	\$60.53
August 8, 2019 to September 6, 2019	\$77.69	\$52.05
September 7, 2019 to October 7, 2019	\$64.40	\$43.15
October 8, 2019 to November 6, 2019	\$64.87	\$43.46
November 7, 2019 to December 5, 2019	\$70.54	\$47.26
December 6, 2019 to January 7, 2020	\$101.44	\$67.96
January 8, 2020 to February 5, 2020	\$110.86	\$74.28
February 6, 2020 to March 6, 2020	\$112.23	\$75.19
March 7, 2020 to April 3, 2020	\$98.09	\$65.72
April 4, 2020 to May 5, 2020	\$98.46	\$65.97
May 6, 2020 to June 4, 2020	\$66.06 / 30 (days in billing cycle) = \$2.20 per day X 26 (days	\$38.32

	tenant in unit) = \$57.20	
Total		\$953.22

I find that from January 1, 2019 to May 31, 2020 the tenant's portion of the gas bills are as follows:

Billing Period	Total Cost of Gas	Tenant's Portion (2/3 or 67%)
December 12, 2018 to January 11, 2019	\$73.48 / 31 (days in billing cycle) = \$2.37 per day X 11 (days tenant in unit in 2019) = \$26.07	\$17.47
January 11, 2019 to February 11, 2019	\$109.05	\$73.06
February 11, 2019 to March 12, 2019	\$106.20	\$71.15
March 12, 2019 to April 11, 2019	\$49.00	\$32.83
April 11, 2019 to May 10, 2019	\$33.04	\$22.14
May 10, 2019 to June 11, 2019	\$14.14	\$9.47
June 11, 2019 to July 11, 2019	\$13.27	\$8.89
July 11, 2019 to August 12, 2019	\$14.14	\$9.47
August 12, 2019 to September 11, 2019	\$13.27	\$8.89
September 11, 2019 to October 10, 2019	\$26.99	\$18.08
October 10, 2019 to November 12, 2019	\$67.06	\$44.93
November 12, 2019 to December 12, 2019	\$90.97	\$60.95
December 12, 2019 to January 14, 2020	\$105.51	\$70.69
January 14, 2020 to February 12, 2020	\$94.80	\$63.52
February 12, 2020 to March 11, 2020	\$72.65	\$48.68
March 11, 2020 to April 9, 2020	\$64.20	\$43.01
April 9, 2020 to May 12, 2020	\$34.38	\$23.03

May 12, 2020 to June 10, 2020	\$12.83 / 30 (days in billing cycle) = \$0.43 per day X 19 (days tenant in unit during billing cycle) = \$8.17	\$5.47
Total		\$631.73

I find that from January 1, 2019 to May 31, 2020 the tenant's portion of the city utility bills are as follows:

Billing Period	Total Cost of Utilities	Tenant's Portion (2/3 or 67%)
January to March 2019	\$246.40	\$165.09
April 2019 to June 2019	\$237.19	\$158.92
July to September 2019	\$237.19	\$158.92
October to December 2019	\$237.80	\$159.33
January to March 2020	\$249.40	\$167.10
April to June 2020	\$244.49 / 91 (days in billing cycle) = \$2.69 per day X 61 (days tenant in unit during billing cycle) = \$164.09	\$109.94
Total		\$919.30

I find that from January 1, 2019 to May 31, 2020, the tenant owed the following amounts for all types of utilities:

$$\$953.22 \text{ (electrical)} + \$631.73 \text{ (gas)} + \$919.30 \text{ (city)} = \mathbf{\$2,504.25}$$

Based on the testimony of both parties, I find that the tenant paid the landlords \$2,134.13 towards utilities.

I find that the tenant owes the landlords \$370.12 in unpaid utilities, pursuant to the below calculation:

$$\$2,504.25 \text{ (utilities owed)} - \$2,134.13 \text{ (utilities paid)} = \mathbf{\$370.12}$$

Replace cracked sink

Section 37(2)(a) of the *Act* states that when tenants vacate a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

Based on the landlords' testimony, the previous report and the signed statement from the previous tenant, I find that the landlords have proved, on a balance of probabilities, that the sink was in good condition at the start of this tenancy. I accept the landlords' testimony that the subject rental property was vacant for one month between the two tenancies. I find, on a balance of probabilities, that damage to the sink occurred after the tenant moved in, not between the tenancies. I find that the tenant breached section 37(2)(a) of the *Act* by damaging and not repairing/replacing the sink.

I accept the landlords' testimony that the property was new when the previous tenants move in on September 15, 2017. I find that on the date the tenants moved out, the sink was approximately 32.5 months old.

Section 64(3)(c) of the *Act* states that subject to the rules of procedure established under section 9 (3) [director's powers and duties], the director may amend an application for dispute resolution or permit an application for dispute resolution to be amended.

Section 4.2 of the Residential Tenancy Branch Rules of Procedure states that in circumstances that can reasonably be anticipated, such as when the amount of rent owing has increased since the time the Application for Dispute Resolution was made, the application may be amended at the hearing. If an amendment to an application is sought at a hearing, an Amendment to an Application for Dispute Resolution need not be submitted or served.

I amend the landlord's application to claim the full amount of the sink replacement. I find that the tenant could reasonably have anticipated that the landlord would seek the entire cost of replacing the sink, and not a portion thereof. I amend the landlords' claim for the sink replacement to \$351.75. I find that the invoice's failure to calculate the tax and the total does not render the invoice void. I find that the total can easily be calculated by the figures present in the invoice and that their absence is, on a balance of probabilities, an oversight on the part of the plumber.

Policy Guideline #40 states that the useful life for a sink is 20 years (240 months). Therefore, at the time the tenant moved out, there was approximately 207.5 months of useful life that should have been left for the sink of this unit. I find that since the sink required replacement after only 32.5 months, the tenant is required to pay according to the following calculations:

$$\text{\$351.75 (cost of painting replacement including tax) / 240 months (useful life of sink) = \$1.47 (monthly cost)}$$
$$\text{\$1.47 (monthly cost) * 207.5 months (expected useful life of sink after tenant moved out) = \$305.02}$$

Repair and clean flooring

Section 37(2)(a) of the *Act* states that when tenants vacate a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

Based on the landlords' testimony, the previous report and the signed statement from the previous tenant, I find that the landlords have proved, on a balance of probabilities, that the flooring was in good condition at the start of this tenancy. I accept the landlords' testimony that the subject rental property was vacant for one month between the two tenancies. I find, on a balance of probabilities, that damage to the flooring occurred after the tenant moved in, not between the tenancies. I find that the tenant breached section 37(2)(a) of the *Act*.

Based on the landlords' testimony, the signed letter from the landlords' cleaner, the letter from the repair person, and the signed letter from the landlords' witness, I find that the carpets and tile were stained and smelled of urine at the end of this tenancy. I accept the tenant's testimony that she had the carpets cleaned at the end of this tenancy; however, I find that the cleaning completed was not enough to remove the smell of urine from the carpets and tile. I find that the tenant is required to pay the landlord for the cost of cleaning the carpets and tile.

Based on the landlords' testimony, the signed letter from the landlords' cleaner, the letter from the repair person, and the signed letter from the landlords' witness, I find that the laminate flooring was scratched and that this was brought to the attention of the tenant. I find that since the entire floor did not need to be replaced and was able to be

patched, that I do not need to do a useful life calculation as the main floor was repaired, not replaced. I find that the tenant is responsible for the cost of the repair.

Pursuant to my above findings, I award the landlord \$1,231.50 for the repair and cleaning of the floors in the subject rental property.

Clean property

Section 37(2)(a) of the *Act* states that when tenants vacate a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

Based on the landlords' testimony, the signed letter from the landlords' cleaner, the signed letter from the landlords' witness, and the photographs entered into evidence by the landlords, I find that the subject rental property was not properly cleaned at the end of this tenancy, contrary to section 37(2)(a) of the *Act*. I find that the distance photographs provided by the tenant are not close up enough to show the dirt and grime which was evidenced by the landlords' photographs. I accept the landlords' testimony that the photographs were taken on May 31, 2020 after the tenant moved out. I find that the lack of advertising online does not discredit or diminish the abilities or professionalism of the cleaner.

I find that the tenant is responsible for the cost of the cleaner in the amount of \$189.00.

As the landlords were successful in this application for dispute resolution, I find that they are entitled to recover the \$100.00 filing fee for this application, pursuant to section 72 of the *Act*.

Conclusion

I issue a Monetary Order to the landlords under the following terms:

Item	Amount
Unpaid utilities	\$370.12
Replace cracked sink	\$305.02
Repair and clean flooring	\$1,231.50

Clean property	\$189.00
Filing Fee	\$100.00
TOTAL	\$2,195.64

The landlords are provided with this Order in the above terms and the tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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

Dated: March 10, 2021

Residential Tenancy Branch