Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL-S, MNDCL, FFL

Introduction

The landlords (hereinafter the "landlord") filed an application for dispute resolution (the "Application") on November 13, 2020 seeking an order for compensation for damage caused by the tenants (the "tenant"), and compensation for monetary loss or other money owed. Additionally, the landlord seeks to recover the Application filing fee.

The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the "*Act*") on March 5, 2021. Both parties attended the conference call hearing. I explained the process and offered both parties the opportunity to ask questions. Both parties had the opportunity to present oral testimony and present evidence during the hearing.

At the start of the hearing, each party confirmed their receipt of the other's evidence. Both parties prepared and forwarded video as part of their submissions.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for damage, and/or other compensation pursuant to s. 67 of the *Act*?

Is the landlord entitled to recover the filing fee for this Application pursuant to s. 72 of the *Act*?

Background and Evidence

I have reviewed all written submissions and evidence before me; however, only the evidence and submissions relevant to the issues and findings in this matter are described in this section.

The landlord provided a copy of the tenancy agreement between the parties, and neither party disputed the terms therein. Both parties signed the agreement on August 15, 2018 for the tenancy that started on that day. The monthly rent was $1,900, payable on the first of each month. The tenant paid a security deposit of $950. An addendum is attached to the agreement. The landlord advised that there was no “Condition Inspection Report” document created at the start of the tenancy. The Unit was shown as “clean, and ready-to-go” as they stated in the hearing.

The rental unit itself was one-half of the side-by-side duplex, with the other side occupied by the landlord. The yard was not divided between the duplex. There are photos and video in the evidence of each party to show this.

The tenancy ended when the tenant provided a written notice to the landlord on September 30, 2020. In this letter they advised the landlord of s. 23 of the *Act* which prescribes that a landlord must complete a “Condition Inspection Report” at the start of the tenancy and provide a jointly signed copy of the same to the tenant.

They moved out on October 31, 2020. The parties did not meet for a final inspection meeting and both gave reasons for this in the hearing: the tenant provided that they advised of their inability to attend the proposed scheduled time; the landlord stated the tenant would only accept the presence of the alternate landlord. The tenant provided a written letter to the landlord that provided their forwarding address and the request for the return of the security deposit.

The landlord provided a “Condition Inspection Report” that shows their assessment of the rental unit after the tenant vacated. This is signed by the landlord; however, there is no tenant signature. The report has various entries for each room within the rental unit. By way of letter to the tenants dated October 31, the landlord advised them that “[the unit] is a mess!”, looking like “it was never cleaned”. Along with the copy of the “Condition Inspection Report” the landlord provided photos that show the unit before they rented to the tenants.

The landlord provided a series of photos that show the state of the unit. These are each labelled, numbers 28 through to 57. The tenant also provided their own set of photos to show the state of the rental unit at the end of their tenancy.

1. landlord claims for damages

The landlord listed separate items of their claim for repair on their Application. Listed on their Application is the total claim amount of $3,600. In the hearing, the landlord presented each piece of their claim for damages to the unit, and for each piece, the tenant was immediately provided with the time to respond to the submissions and evidence of the landlord. These pieces are:

	Item	$ Cost
a.	fireplace wall holes	$1,500

The landlord counted the holes in the wall and gave the amount of $50 - $75 cost per hole they found. They provided several photos showing these holes. They stated these were holes above the fireplace, due to the tenant's TV mount which they did not fix properly before they vacated.

The tenant responded by referring to their own set of three photos, and stated they repaired the wall. Their repair was despite there being no requirement to paint at the end of the tenancy. They noted the landlord did not provide a receipt for this piece of their claim.

b.	scratch on van from the tenant's movers	$200

The landlord provided a photo of the horizontal scratch to their red van. They presented that this occurred on October 28 as the tenant was moving out. They also provided a picture of the moving truck and stated their children were witness to this act.

The tenant claimed this was due to the landlord's children leaning their bicycles against this van, who were "using it as a bike rack." They provided two photos showing this.

c.	back deck repainting	$100-300

The landlord provided they would not be able to tend to this until spring. With reference to the picture they provided, they stated the tenant put down "fake wood" tiles. This catches more dirt and debris, leaving it dirtier than when the tenant left. They also stated they maintained the deck space on their own throughout the tenancy.

The tenant responded to this to state that the landlord specified at the outset of the tenancy that they would maintain the outside. The tenant felt this naturally included the deck space. They presented that "the back deck is in disrepair" and provided a photo to show "the aging of the wood on the steps."

d.	vertical blinds	$200-400

The landlord submits the tenant took the vertical blinds down at some time in the tenancy and "they need to put back anything taken down". They found the blinds in a separate area (seen as wrapped in a photo), and then they were not able to use them.

The landlord provided the receipt of a blinds outfitter, dated February 22, 2021. This is for $1,299.26 including labour. In a cover letter for this piece of their submission dated February 23, 2021, as added evidence, the landlord makes the claim for the vertical blinds' replacement.

The tenant responded to this by stating there was no mention by the landlord that the tracks for the blinds were not working. The blinds, such as they were at the start of the tenancy, were held together with tape. They provided an estimate cost of $94. In their written submission, they questioned how the landlord could ask for $10 per vane on the set of 40, which comes to the claimed cost of $400.

e.	holes in kitchen walls	$225

The landlord provided photos of miscellaneous holes they claimed the tenants tried to repair. This is also with the price range of $50 - $75.

The tenant responded to this portion of the landlord's claim to say that it would be cheaper for the drywall to be replaced than for what the landlord claims here for repair per hole found. In their written submission, they state: "No concrete cost and no receipt associated." There were no invoices of any kind.

f.	carpet cleaning	$165

The landlord bases this portion of their claim on quotes they received after November 3. The landlord did the cleaning on their own. They were aware that after two years, carpeting would normally need shampoo.

The tenant provided that they had a cleaner who did comprehensive cleaning of the rental unit after the tenancy ended. This included the carpeting. They provided two photos that show completed carpet cleaning. They added that the landlord did not provide any receipt for this portion of their claim.

g.	receipts from home repair/renovation centre	$202.38

The landlord provided seven receipts that show materials for painting. Additionally, there is the cost of a "thermostat electric heater" which they showed as damaged in one of their photos. The sum total of these receipts is $390.92.

In their written submission, the tenant adds that there is no receipt in the amount of $202.38. What the landlord presents here, according to the tenant, is an accusation that the tenant did not clean the unit and did not have their own cleaners come at the end of the tenancy.

h.	time for cleaning, painting	$600

The landlord presented this was their own time. Their spouse and other family members assisted in all the work undertaken to return the rental unit to a rentable state.

The tenant provided fifteen photos that they submit show the clean house at the time of the end of tenancy. They compare their own photos to those of the landlord's own sales/advertisement photos to show that they show the unit in the same state of cleanliness. In their written submission, they added that "the home was left in [a] reasonable condition" and "there is no break down of the time associated to arrive at a $600 total."

Additionally, in their written submission the tenant presented an excerpt from the *Residential Policy Guideline – Useful Life of Building Elements*. This refers to the need for a landlord to show the age of an item at the time of replacement as well as its cost. They also provided a piece from the "Guide to Handyman Costs & Estimates in Canada" to show how they feel the landlord's claim is overstated. By the tenant's estimate, what the landlord claims for here is $100/hr, which "implies 33 hours of work to fill a few holes and hang a few slats on a blind track."
In their written submission, the tenant also provided that there was no move-in condition inspection report. The landlord in their evidence referred to a "walkthrough" completed at the start of the tenancy; however, in the tenant's estimation this does not constitute a walk-through inspection meeting. They referred to ss. 23 and 24 of the *Act* for this portion of their submission.

2. landlord claims for monetary loss

The landlord claimed for six separate pieces under this heading. Underlying this portion of the tenancy is the communication between the parties, which was fraught with tension and acrimony. There was a previous dispute resolution hearing between these parties wherein the tenant claimed for a rent reduction that was denied by the arbitrator.

	Item	$ Cost
a.	loss of rent for November 2020	$1,900

On this, the landlord presented that the unit was not clean, and not ready for any replacement new tenants to move in. They mentioned a strong smell of butane in their evidence, along with everything needing to be painted. All of the claims for damages listed above show what the landlord found upon the tenant's move out.

In their written submission, the landlord stated they "had to cancel people coming to view for renting it and put things to a halt to do what was needed to rent it again." For the purposes of re-renting, they hired a rental placement company, because "[they] were fed up trying to trust people." In separate written pages, the landlord claimed: "it took us one month to repair damages, clean, and return the unit to its move in state." They add that they gave the tenant "multiple chances" to come back and clean and repair the damage.

The tenant reviewed the situation by stating the landlord had their notice to end the tenancy on September 30. They advised the landlord they could show the unit to potential new tenants. The tenant also pointed to finer details within what the landlord provided, regarding the actual advertising undertaken by the landlord quite late in time, on October 25, 2020.

b.	use of yard from May 2019 to June 2020	$2,400

The landlord described this piece in the hearing. This involved not allowing the tenant's use of a tent, and "too much attention to the grass".

There are a number of log entries for the landlord's descriptions of the day-to-day affairs involving the tenant. The timing of grass cutting after 9:00 p.m. was at issue, as well as the landlord informing the tenant that '[the landlord] won't be entertaining their tent in the back yard this summer." The entry also describes the tenant watching the landlord closely during leisure activities in the yard area. The male tenant, in particular, was the source of many rude comments and other obnoxious behaviour as it appears in the landlord's log.

In their written submission, the tenant notes: “there is no stipulation for any type of extra charge for the backyard.” Moreover, the agreement does not specify whether the backyard was available to the tenants or not. Their gazebo was set up for one year; however, after fall of 2019 they no longer made any use of the backyard. They also pointed to the decision of the previous arbitration decision wherein the Arbitrator accepted as fact that the landlord had full use of the yard.

c.	loss of wage prior to October 15, 2020	$336

d.	day without pay, October 30, 2020	$189

In the hearing the landlord pointed to their preparation for the prior hearing concerning the tenant’s application for rent reduction. This was time away from work so they could prepare for that hearing; this caused stress and anxiety. A payslip provided by the landlord shows 36.75 hours of work leave. For October 30, the landlord provided a payslip that shows 21 hours of vacation for that associated pay period.

October 30, 2020 was a day when the tenant spit at the landlord. The landlord submits this occurred prior to 3 p.m. This involved an altercation where the tenant came to the landlord’s door and verbally intoned their displeasure with the entire situation. This was in such close proximity to the landlord that the tenant’s spittle emanated and made contact with the landlord. This then involved a visit from the police who investigated.

The tenant responded in their written submission to state that there is no evidence to show this loss amount. There is no evidence from a physician of stress or anxiety leading to an absence from work. They stated that they observed the landlord return from shopping at 11 a.m. on October 30, 2020.

e.	USB sticks	$35

This was the landlord’s preparation of digital evidence for this hearing. The landlord provided a piece of a receipt, undated, showing a purchase price of $6.98 for 4 USB sticks.

The tenant replied in their written submission to say they are not required to pay for “costs associated to an Application for Dispute Resolution”. They provided an excerpt from an unrelated dispute resolution decision wherein the arbitrator stated that “the *Act* does not permit a party to claim for compensation for other costs associated with participating in the dispute resolution process.”

f.	physical/mental well-being	$5,000

On their Application, the landlord stated this is a "token amount for partially compensating for my physical and mental well being and my family especially when we were in our yard being harassed, tormented, bullied, sexual innuendos towards one of my daughters." They also described "having to call the police 4x and being spit at."

The landlord submitted videos that mostly consist of static images with overheard audio from the tenant's unit. Overheard conversations, louder with raised voices, are audible on these recordings, emanating from the tenant's unit.

Additionally, there is the landlord's comprehensive incident log that details a number of instances of what they overheard from the neighbouring unit. Some entries detail tense interactions with the tenant. These entries start from August 13, 2018, through to November 2, 2020. A letter from the landlord's child sets out their impression that the tenant was "making it their mission to make us uncomfortable in our own home." This account also sets out the landlord's "countless days away from work" to deal with the prior arbitration.

In their written submission, the tenant examines detail in all of the landlord's written incident log. They note "94 instances of stories from [the landlord and children] tracking our movements and various personal conversations." For the incidents that do involve interaction with them, the tenant explains the alternate version that contradicts minute details found in the landlord's account. The remainder of events in the incident log – 74 of them – are "detail that [the landlord and family] were monitoring [the tenant] in our day-to-day lives." This amounts to eavesdropping on normal, day-to-day activities and an infringement on privacy.

The tenant also outlined the escalation of tension prior to the previous arbitration. This involved the landlord's claims to the RCMP. They refer to specific instances through late September 2020, and October 30, 2020.

Elsewhere in their comprehensive submission, the tenant acknowledges that a co-tenant "could sometimes come across being difficult" and they tried to maintain direct contact with the landlord, thereby avoiding direct interaction between the co-tenant and the landlord. In a summary statement, they state: "The drama and 'mental anguish' [of the landlord] is a result of [their] family's assumptions and treatment of my family, rather than the other way around as [they] will claim in the hearing." The tenant gives the specific date of June 6, 2020 as the start of when things really started to deteriorate, culminating in the landlord's preparation and gathering of evidence for the prior arbitration hearing that occurred before the end of the tenancy.

In that prior arbitration, the tenant claimed compensation for loss of quiet enjoyment of the rental unit. On October 19, 2020 the Arbitrator made the decision to dismiss the tenant's application. This was based on there being no evidence that the tenant was denied the use of the backyard space. Also, there was no award for diminished quiet enjoyment due to excessive backyard noise. The Arbitrator noted that the relations between the parties was "highly acrimonious" based on "the incompatibility of two different lifestyles, rather than the Landlords substantially interfering with the Tenants lawful enjoyment of the premises."

Analysis

Under s. 7 of the *Act*, a landlord or tenant who does not comply with the legislation or their tenancy agreement must compensate the other for damage or loss. Additionally, the party who claims compensation must do whatever is reasonable to minimize the damage or loss. Pursuant to s. 67 of the *Act*, I shall determine the amount of compensation that is due, and order that the responsible party pay compensation to the other party if I determine that the claim is valid.

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

1. landlord claims for damages

The *Act* s. 37 requires a vacating tenant to leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

For the landlord's claims here, I award no amount for damages to the rental unit to them. With reference to the four criteria listed above, the landlord primarily has not established the value of the damage or loss. They did not quantify the amount for each subheading of damages to a sufficient degree. Further, there was not an adequate amount of supporting evidence for each piece of the monetary amount claimed.

The tenant submitted that there were no full particulars provided. There was no clear list of monetary amounts, such as one would normally find in a “Monetary Order Worksheet”. I agree with this summation by the tenant: there is no clear assessment of damages to the rental unit by the landlord, with no reference to valid estimates, or receipts for work completed.

a.	fireplace wall holes	$1,500

e.	holes in kitchen walls	$225

Portions of the landlord’s claim are for varying amounts. This includes the portion for holes in the wall for the living room and the kitchen. I find the photos provided as evidence for this claim do not show a precise number of holes in the walls, nor a running count thereof. Further, the estimate for $50 - $75 *per hole* is not verified with proof that this is a reasonable estimate or an industry standard. With no solid evidence on the state of the unit at the start of the tenancy – specifically, something showing an unmarred condition of walls – the tenant’s submission on the useful life of building elements holds merit. In my summary review of the photos provided of the rental unit for the landlord’s canvassing of new tenants, I do not see a rental unit that is neither new nor unblemished in condition. The landlord has not provided a clear picture of the rental unit before-after to make a calculated assessment of wall damage here.

b.	scratch on van from the tenant’s movers	$200

Regarding the scratch on their vehicle, the landlord did not provide a basis for the estimate; therefore, they have not established the value of the damage or loss. The single image provided by the landlord to show this is not clear and does not adequately depict any damage in question. On a balance of probabilities, I find – minus sound evidence to the contrary – that the tenant is not responsible for this cost. The body work to the vehicle may be a matter for insurance, and there is no evidence the landlord made such inquiries.

c.	back deck repainting	$100-300

The amount for back deck painting is also not precise, ranging from $100 to $300, which is a significant difference in scope of work involved. I reviewed the pictures the landlord provided for this piece and find they show “tiles” placed on a back-porch area (as notated by the landlord on the picture) and not a deck area. Presumably the landlord included part of the cost for paint in their bundle of receipts; however, there is no proof of work involving necessary *repainting* to a deck.

d.	vertical blinds	$200-400

The landlord's initial estimate for the cost of work on the vertical blinds is similarly imprecise, being from $200 - $400. At some point undefined in the evidence, the landlord decided that the blinds would need replacing. It appears that they undertook an inquiry on this approximately four months after the tenancy ended. The evidence for the cost of this was sent within a very short timeline prior to the hearing date, and my reading of the landlord's letter for this is that it is in response to the tenant's own estimation for this work. The landlord provided a document from a blinds outfitter; however, there is no evidence that they paid this amount. Further, there is no labour cost on the receipt. On this separate piece, there is no evidence from the landlord stating that the blinds were in working order at the start of the tenancy. Contrary to this is the evidence of the tenant wherein they stated the track was not working, held together with tape. I accept this account by the tenant on this discrete point.

f.	carpet cleaning	$165

The need for carpet cleaning is not established in the landlord's evidence. I find the tenant's photos of cleaned carpets hold more weight overall. While the landlord stated they completed this work on their own, there is no cross-reference to an established amount for materials, time or equipment used.

g.	receipts from home repair/renovation centre	$202.38

h.	time for cleaning, painting	$600

For the receipts from the home renovation centre, and the landlord's own time for cleaning and painting, the landlord's evidence is not particular enough on all the work involved. I find they did not provide a breakdown of the claimed amount of $202.38 – the receipts provided add up to something substantially higher in total. There is no breakdown of all the work involved and not enough photo evidence for me to be able to discern any damage stemming from this tenancy, versus reasonable wear and tear with a focus on the useful life of building elements. The landlord's have not proved the value of their claim under either of these headings.

The tenant provided a number of photos that they submit show the state of the rental unit upon their move-out. Additionally, they submitted that they hired their own cleaners to complete required cleaning prior to their moveout on October 31, 2020. I find this evidence outweighs what is shown on the landlord's provided "Condition Inspection Report" document. As per s.

37 of the *Act*, I find the tenant left the unit reasonably clean, and undamaged aside from reasonable wear and tear.

2. landlord claims for monetary loss

The landlord claimed for six separate pieces under this heading. Underlying this portion of the tenancy is the communication between the parties, which was fraught with tension and acrimony. There was a previous dispute resolution hearing between these parties wherein the tenant claimed for a rent reduction that was denied by the arbitrator.

There are no awards to the landlord under any of the pieces they presented for monetary compensation. My reasons for each piece are as follows:

a.	loss of rent for November 2020	$1,900

The landlord had prior advance notice of the end of tenancy, within timelines established within the *Act*. Above, I found that there were no substantial damages owing to any negligence or breach of the legislation or the tenancy agreement by the tenant.

The landlord presented that they hired a rental placement agency. To paraphrase the landlord, this was because of their bad experience in dealing with tenants. There are no records regarding a consultation with the agency, or the efforts undertaken by the agency after the end of this tenancy. It is unknown when the rental placement agency began their work or when they were retained. To be in line with the 4th criterion listed above – that of a party seeking to mitigate damages or loss – I find this is fundamental information regarding this portion of the claim that is not present in the evidence.

The landlord relies on the extent of damages and need for thorough cleaning after the tenancy ended to show that this impacted their ability to re-rent the unit. There is no schedule of the work completed after the tenant moved out. As with parts 1g. and 1h. above, there is no detailed record of necessary work, the schedule for its completion, or other delays which may have arisen. Only one single receipt provided by the landlord bears a date and that is November 1, 2020. From this I cannot conclude that the landlord needed the entire month of November to make the unit re-rentable.

b.	use of yard from May 2019 to June 2020	$2,400

I find there is no evidence to substantiate the landlord's claim that they suffered loss of the use of the backyard in this timeframe. Additionally, this amount claimed is not quantified or rationalized in the landlord's evidence.

There is no evidence of a written or verbal agreement on this use of the space such that the tenant broke the terms of any agreement. There is no record of discussions regarding the use of the yard in terms of separation of boundaries or set fixed times for sharing the space privately. Given the lack of clear set terms, I find the tenant did not defy any such agreement such that the landlord suffered unreasonably.

The previous Arbitrator found that the landlord had full use of the yard. From my review of that decision, I rely on that Arbitrator's assessment of the evidence therein to reach my own conclusion that the tenant was not substantially interfering or otherwise blocking the landlord's own use of the yard. To borrow the Arbitrator's own wording from the copy of the decision submitted by the tenant:

> I accept that the Landlords made full use of the yard on the residential property, including placing furniture on a shared front porch and erecting an above-ground pool during the summer.

Additionally, videos in the evidence show landlord family members freely riding a motorized vehicle around within the yard space unimpeded. There are also images of bicycles around various points in the yard, and a larger-sized pool. I find it more likely than not that this was the norm when it came to use of this backyard space.

I find the landlord had full use of the yard for their own leisure; therefore, this piece of the landlord's claim is dismissed.

c.	loss of wage prior to October 15, 2020	$336

d.	day without pay, October 30, 2020	$189

On these pieces, the evidence provided by the landlord is copies of payslips for each of the two relevant timeframes. This is not definitive proof of absence from work because of the tenant.

The landlord claims for time away from work to "go through a painful arbitration" as stated in their family member's account. In the hearing, the landlord stated this was time away from work to prepare for the hearing. It is not clear whether this leave from work was more

attributable to stress – i.e., something of a more physical or mental nature – or whether it was time needed away from work to complete necessary hearing preparation tasks.

On the October 30 day without pay, I find there is no definitive record that the incident in question – involving the tenant spitting – led to the landlord's absence from work. The payslip does not show this to be the case. In the hearing, the landlord stated this incident took place "before 3 p.m." It is not clear whether this is a one-half day either before or after the incident in question. The only entry for the time period in question which the landlord highlighted on the payslip copy is for 21 hours of vacation. This is not an entry that reflects short-term illness or injury requiring time away from work.

In sum, preparation for the prior hearing was perhaps a time-consuming endeavour; however, I find this is not a damage or loss attributable to the tenant. Further, the evidence does not match up to show the landlord needed time away from work due to a gross offence by the tenant. For these reasons, these portions of the landlord's claim are dismissed.

e.	USB sticks	$35

This was the landlord's preparation of digital evidence for this hearing. The landlord provided a piece of a receipt, undated, showing a purchase price of $6.98 for 4 USB sticks.

Other than the cost of a pard application filing fee, there is no provision in the *Act* for reimbursement of hearing preparation costs. This is material prepared at the landlord's own expense. This cost is not recoverable.

f.	physical/mental well-being	$5,000

I find there is no definitive proof of bullying or harassment as the landlord stated in their Application. To be sure, there were tense interactions that resulted in calls to the police. On their own in their submission the tenant acknowledged that a co-tenant behaved inappropriately, and this exacerbated the situation. With that in mind, I find the landlord on their own heightened the escalating tensions by using recordings and the ever-present camera, which can be very intimidating in a tense situation.

The impact of behaviour that *may* be labelled as bullying or harassment is not proven. There is no evidence showing the impact on mental or physical well-being. One image provided by the tenant shows red markings on the face, with a notation that a doctor attributed this to stress. This is far short of the onus which the landlord must overcome to show definitively that

events stemming from the actions of the tenant have negatively affected health and/or well-being.

I find what the landlord provides as evidence on these points are their impressions. There are numerous notes where the landlord is overhearing conversations or other happenings in the tenant's adjacent unit, and then making inferences. There is no evidence the landlord made the effort to interpret the events to determine the true nature of the tenant and the living arrangement. Additionally, from my review of the evidence it appears that what the landlord overheard did not concern them directly. I compare this to what would normally constitute evidence of bullying or harassment: that is, direct evidence proving the tenant confronted the landlord or spoke to them inappropriately or otherwise intentionally caused distress. Such evidence is not present here.

The *Act* provides other means for a landlord to address inappropriate or high-risk behaviour of a tenant. These are provisions for ending a tenancy for cause, or the ability to impose other boundaries on tenants in other situations. There is no evidence that the landlord made inquiries on this, despite there being a rather extreme level of tension between the parties.

In line with the principle of mitigation, I find the landlord did not attempt to deal with the situation in an appropriate manner. This escalated the tension, and reciprocally added more stress to the situation.

In closing, for all portions of the landlord's claim for monetary compensation, I dismiss their Application in its entirety. I do so without granting leave to re-apply.

The landlord has made a claim against the security deposit. With the landlord holding the amount of $950, I order that this amount is to be returned to the tenant forthwith. I have provided a monetary order to the tenant for this amount as a measure of surety for its return.

As the landlord was not successful in this Application for compensation, I find they are not entitled to recover the $100 filing fee.

Conclusion

For all portions of the landlord's claim, I dismiss their application for compensation, without leave to reapply.

Pursuant to s. 67 of the *Act*, I grant the tenant a Monetary Order in the amount of $950 for the return of the security deposit. The tenant is provided with this Order and must serve it to the landlord as soon as possible. Should the landlord fail to comply with this Order, it 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 s. 9.1(1) of the *Act*.

Dated: April 7, 2021

Residential Tenancy Branch