Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction, Preliminary and Procedural Matters-

The hearings on this matter convened as the result of the landlords' application for dispute resolution under the Residential Tenancy Act (Act) for:

- compensation for alleged damage to the rental unit by the tenants;
- a monetary order for unpaid rent;
- compensation for a monetary loss or other money owed;
- authority to keep the tenants' security deposit to use against a monetary award; and
- recovery of the filing fee.

The hearing began on January 11, 2021, and could not be concluded. An Interim Decision was rendered on January 12, 2021, and that Interim Decision is incorporated by reference.

The landlords, the tenants, and the tenants' legal counsel (counsel) were present for the reconvened hearing on April 13, 2021, which resumed to hear the oral evidence and submissions of the tenants and their legal counsel.

The hearing continued for 92 minutes, during which time the tenants had concluded their response to the landlords' application. The landlord confirmed, however, that she wanted to provide a rebuttal to the tenants' evidence and submissions.

Due to the length of time of the second hearing, it was not possible to hear from the landlords or to then hear the tenants' surrebuttal. Therefore, a second Interim Decision was issued on April 13, 2021, which is incorporated by reference and should be read in conjunction with this final Decision.

I determined that the landlords would provide their rebuttal by written submission and the tenants would provide their surrebuttal by written submission. The parties were given specific deadlines to make their written submissions and serve the other party and the Residential Tenancy Branch (RTB).

The parties were strongly advised to be as brief as possible. The landlords were instructed that their submission was limited to a direct response to the tenants' oral evidence and submissions. The tenants were instructed that their submission was limited to a direct response to the landlords' rebuttal.

Both parties provided their written submissions within the required timelines.

I have reviewed the landlords written rebuttal. The rebuttal was a 19-page typed statement with a separate 6-page Addendum. The point of the rebuttal was to provide a brief response to the tenants' testimony and evidence, after two lengthy hearings.

Within the typed document, the landlord inserted additional evidence, including a receipt for fuel, which was dated November 5, 2014, another statement from the same fuel supplier, dated October 7, 2014 and emails between the parties, predating the original hearing. All this evidence predated the original hearing and was available to be submitted with the landlords' application or prior to the original hearing.

The Addendum likewise was a 6 page, detailed table-style document in which the landlord individually identified each piece of 01-30 of the landlords' evidence. A proof of service of documents predating the original hearing was neither requested nor required. These dates mentioned on the landlords' Addendum predated the original hearing.

Additionally, I find the landlords' written rebuttal was taken as an opportunity to expand on their arguments in support of their own application, rather than provide a concise response to the tenants' oral and written evidence.

Additionally, I find the landlords inappropriately used the written rebuttal as an opportunity to submit additional evidence which was available to them in advance of the hearing and to provide written evidence to bolster their application. The opportunity to provide a rebuttal was not for the purpose of rearguing or submitting additional evidence.

Despite strong cautions and instructions to the parties both at the hearing and in the second Interim Decision, I find the landlords' rebuttal, including a separate addendum, was neither brief nor in direct response to the tenants' oral evidence and submissions.

For these reasons and the landlords' failure to follow the specific instructions, I exercised my authority under Residential Tenancy Branch Rules of Procedure (Rules) Rule 3.6 to determine the relevance of the evidence and declined to consider this evidence, for the reasons stated.

I note that the landlords were provided a lengthy hearing to submit their evidence in full in support of their application and the tenants were afforded the same opportunity to provide their response. I further note that the landlords previously provided a 61-page written submission to the tenants' initial evidence, which contained repetitive and unclear evidence inserts.

I was provided a considerable amount of evidence from the parties including: testimony; written submissions; digital evidence; legal submissions, and photographic evidence relating to the landlords' application, all of which has been reviewed. Due to the sheer volume of oral and written evidence, it has not all been referenced in this Decision. The principal aspects of the landlords' claim and my findings around it are set out below.

Further, I have used my discretion under Rule 3.6 to decide whether evidence is or is not relevant to the issues identified on the application and decline to consider evidence that I deem is not relevant.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

Issue(s) to be Decided

Are the landlords entitled to monetary compensation from the tenants and to recover the cost of the filing fee?

Background and Evidence

This tenancy originally began on October 1, 2014, and was renewed multiple times during the tenancy. The landlord said she did not know when the tenancy ended, but understood it was by late September 2020.

The evidence indicated that the parties have signed a series of annual tenancy agreements, with the latest tenancy agreement showing a fixed-term ending October 31, 2020, and a monthly rent at the end was $1768.

The tenants paid a security deposit of $800 to the landlords, which the landlords have retained.

The landlords currently live in another country and were living in another country during the tenancy. The parties have never met face-to-face.

The landlords' accepted monetary claim is as follows:

ITEM DESCRIPTION	AMOUNT CLAIMED
1. Gardener invoice	$414
2. Rent arrears, September 2020	$249
3. "Tenant abandon unit Oct"	$1,768
4. 300 liters oil for Tune-up	$450
5. Furnace plan paid at move-out	$160
6. Chimney and duct cleaning	$150
7. Flea, bed bug inspection at move-out	$95
8. Fill nail holes in wall plaster and paint	$100
9. Paint fireplace mantel	$100
10. Cleaning costs inside rental unit, 2 days	$300
TOTAL	**$3,786**

I note that the landlords' monetary order worksheet showed an incorrect total amount, as they listed the total claim of $3,486.

The landlord provided the following evidence to support their application.

Gardener invoice –

The landlord submitted that the tenants were responsible for garden maintenance per the written tenancy agreement. In particular, the landlord submitted that the tenants were responsible for grass cutting, removing ivy from all fences and under hedges, weeding along the driveway, flower beds under the bridge, the rock wall cascading down and under the deck, and pulling up the saplings from the neighbour's yard

encroaching onto the residential property. These expectations were noted in an email to the tenants.

The landlord's evidence also shows they expected the tenants to provide high resolution photographs of the work done.

Rent arrears, September 2020 –

The landlords' claim is the amount the tenants withheld from the monthly rent for payment of storage.

"Tenant abandon unit Oct" –

The landlords submitted that the tenants moved out by the end of September 2020, when the fixed term was through October 31, 2020. The landlords submitted they mitigated their loss and found a new tenant for October 15, 2020. Therefore, their claim is half the monthly rent of $1,768, or $884.

300 liters oil for Tune-up; Furnace plan paid at move-out –

The landlord submitted that the tenants were required to pay for the oil and tune-up and did not pay.

The tenants were required to leave 300 litres in the oil tank, by the written tenancy agreement and did not.

The landlord referred to the written tenancy agreement, which notes that if the tenants on their move-out do not pay for tune-up furnace and do not leave 300 liters of oil, this is deemed "damage" and they forfeit that portion of their "damage" deposit the year of the move-out.

Chimney and duct cleaning –

According to the landlord, the tenants only had the chimney cleaned in 2016, as they said they never used it. The landlord submitted that the tenants did not provide sufficient proof.

Flea, bed bug inspection at move-out –

The landlord submitted that the tenants had a dog and did not have the required flea and bedbug inspection at the move-out, for which they are responsible.

Fill nail holes in wall plaster and paint –

The landlords submitted that their evidence showed there were large nail holes left in the laundry and the tenants are responsible for their repair.

The evidence shows that there was not a move-out condition inspection report (Report).

Paint fireplace mantel –

The landlord submitted that the tenants are responsible under the written tenancy agreement for painting the mantel.

Cleaning costs inside rental unit, 2 days –

The landlord submitted that the rental unit was not left clean at all, they left junk in the rental unit that had to be hauled away and the cleaning bill was much greater than the claim.

The tenants provided the following evidence in response to the landlords' application.

The tenants' legal counsel submitted that the tenants provided notice to the landlords on September 9, 2020, that they were ending the tenancy by October 31, 2020 and that the tenants vacated on September 28, 2020. Counsel submitted the landlords had filed their claim prior to the tenants moving out, as they received the application on September 23rd or 24th, and that they advertised the rental unit as available at the end of October 2020. This amounted to constructive eviction.

Counsel submitted that the tenancy agreement was renewed every year, but that the landlords never sent the full tenancy agreement by email from the foreign residence, only the signature page.

Counsel submitted that the tenants felt unsafe and felt they had to move out. Tenant DS came by the rental unit on September 29, 2020, and the locks had been changed.

Counsel submitted the landlords required the tenants to put their furniture from their spare room into storage, as the landlords had workers coming in to make repairs. The root system from the trees had caused the floor lifting. As the tenants had no other rooms to store their furniture, they rented a storage unit and withheld that amount, as the landlords had directed them to remove their furniture.

Counsel submitted that the tenants had notified the landlords that the oil tank had no oil, so there was no furnace heat, only baseboard heating. The oil tank was empty upon moving in, so it was empty on move-out.

Counsel submitted that the Tenancy Policy Guideline 1 states that a landlord is responsible for tanks, filters, etc., and that is not considered damage by a tenant.

Counsel referred to the tenants' witness statements filed in evidence.

The tenant said that JA, who at all times was a friend of the landlords and who also provided a written statement for the tenants, performed the move-in inspection at the request of the landlords. The move-in condition inspection report (Report) was detailed and provided an accounting of the deficiencies within the rental unit.

Counsel submitted that the Report noted the peeling paint on the mantle. Counsel referred to the written statement from JA, which was a form of a move-out inspection by the same person who conducted the move-in inspection.

Counsel submitted that the nail holes had been filled in.

Counsel submitted that the tenants could not have abandoned the rental unit, as they were still living in the rental unit at the time of the landlords' application.

The tenant submitted that they provided receipts to the landlords of the fireplace inspection in 2015 and 2016, and that they stopped using the fireplace after that, as they could not afford it.

As to the flea/bedbug inspection, the tenants' pet had passed away early on and there was no need for a flea inspection at the end of the tenancy. The tenants' cat was an outdoor cat and that is why the landlords did not require a pet damage deposit.

Counsel submitted that the emails provided by the tenants show that the landlords only provided the partial copies of the new tenancy agreements each year, not the full copies.

Counsel submitted that the landlords retained a part of the rental unit for their own personal storage and the tenants did not have a key or access to that area.

Counsel submitted that the landlords were required to pay for warranty service.

Counsel submitted that the tenants' photographs show the yard was cleaned and maintained and that the landlords have not provided any evidence of damage or neglect.

Also included in the tenants' relevant evidence were receipts, proof of ownership of the washer and dryer, photos of the exterior of the residential property, emails between the parties, an advertisement showing the rental unit availability for October 31, 2020, receipt for junk removal, and written submissions.

Analysis

Based on the relevant oral and written evidence, and on a balance of probabilities, I find as follows:

Test for damages or loss

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided in sections 7 and 67 of the Act. Accordingly, an applicant must prove each of the following:

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

In this instance, the burden of proof is on the landlords to prove the existence of the damage/loss and that it stemmed directly from a violation of the Act, regulation, or

tenancy agreement on the part of the tenant. Once that has been established, the landlords must then provide evidence that can verify the value of the loss or damage. Finally, it must be proven that the landlords did whatever was reasonable to minimize the damage or losses that were incurred.

Where one party provides a version of events in one way, and the other party provides an equally probable version of events, without further evidence, the party with the burden of proof has not met the onus to prove their claim and the claim fails.

Section 37 of the Act requires a tenant who is vacating a rental unit to leave the unit reasonably clean and undamaged, except for reasonable wear and tear.

Reasonable wear and tear does not constitute damage. Normal wear and tear refers to the natural deterioration of an item due to reasonable use and the aging process. A tenant is responsible for damage they may cause by their actions or neglect including actions of their guests or pets. Tenants are not responsible for cleaning of the rental unit to bring the premises to a higher standard.

In reviewing the landlords' evidence, overall, I found their evidence to be repetitive and confusing. For instance, under the section of the online evidence portal for entering the relevant tenancy agreement, the landlords made 29 entries.

The 14-page written tenancy agreement shows that there were two pages within the document for signatures, pages 2 and 12.

Included in the 29 entries were five (5) copies of the same unsigned tenancy agreement for the fixed term of November 1, 2019, through October 31, 2020.

The landlords submitted four (4) copies of page 2 of 14, showing the signatures all four parties.

The landlords submitted five (5) copies of page 12 of 14, showing the signatures of all four parties.

The landlords submitted five (5) copies of page 12 of 14 showing, just the landlords' signatures.

The landlords submitted five (5) copies of page 2 of 14, showing just the landlords' signatures.

Other entries in the tenancy agreement section were letters and emails to the tenants, all with written warnings to the tenants.

After reviewing the written tenancy agreement submitted by the landlords, I accept the tenants' legal counsel's arguments that the tenants never received a full copy of the written tenancy agreement. I have arrived at this conclusion due to the unsigned copies of the written tenancy agreement submitted by the landlords. Although the landlords submitted multiple copies of the same documents, as noted, there was not a complete copy of the tenancy agreement in which each party initialed the document. I recognize that the landlords conducted their business from a foreign country via emails; however, I would have expected the landlords have all parties initial all 14 pages of the same document. The fact that the landlords supplied four or five copies of the two signature pages does not substantiate to me, that the tenants received a full copy of the written tenancy agreement, as required under section 13 of the Act.

For this reason, I find that beginning on November 1, 2019, the tenancy became a month-to-month tenancy. Additionally, under section 13.1 of the Residential Tenancy Regulation, the landlords are not legally able to require that a tenant must move out of the rental unit at the end of the fixed-term, as they have attempted here, except in circumstances where the landlord or the landlord's close family member intends to move into the rental unit. I find this part of the written tenancy agreement is invalid and unenforceable.

As to the individual claims of the landlords, I determine the following.

Gardener invoice –

Residential Tenancy Policy Guideline 1 provides guidance for property maintenance during the tenancy. A tenant in a single-family dwelling is responsible for routine yard maintenance, which includes cutting grass, and clearing snow. The tenant is responsible for a reasonable amount of weeding of the flower beds if the tenancy agreement requires a tenant to maintain the flower beds.

A landlord is generally responsible for major projects, such as tree cutting, pruning and insect control.

In reviewing the written tenancy agreement, I find the landlords have placed a greater requirement on the tenants then allowed by the Policy Guideline. I find the landlords cannot require the tenants to perform any yard maintenance other than cutting the

grass, snow clearing and a reasonable amount of weeding the flower beds. What this means is that the landlords cannot require the tenants to remove ivy from all fences and under hedges, weeding along the driveway, the rock wall cascading down and under the deck, and pulling up the saplings from the neighbour's yard encroaching onto the residential property. I find the landlord cannot require the tenants to take high resolution photographs of the yard or property, as these terms exceed the requirements of the Residential Tenancy Act and Policy Guidelines.

Overall, the landlords have in essence and in word, required the tenants to act as their agent while they live in another country as shown in one of the landlords' submissions. This expectation is unreasonable and illogical. It is not the responsibility of the tenants to perform the duties of a landlord.

I find the tenants' submitted sufficient photographic evidence that they maintained the yard as required and that the landlords have not submitted sufficient evidence that they have suffered a loss due to the tenants' breach of the Act.

Further, there was no move-out Report submitted by the landlords.

For these reasons, I **dismiss** the landlords' claim for $414, due to insufficient evidence, without leave to reapply.

Rent arrears, September 2020 –

Under section 26 of the Act, a tenant is required to pay rent in accordance with the terms of the tenancy agreement, whether or not the landlord complies with the Act, the Regulations or the tenancy agreement and is not permitted to withhold rent without the legal right to do so. A legal right may include the landlord's consent for deduction; authorization from an Arbitrator or expenditures incurred to make an "emergency repair", as defined by the Act.

In this case, I find the tenants owed the monthly rent for September 2020 and instead, withheld the amount of $249 for storage costs, without having obtained authorization from an arbitrator in dispute resolution or for expenditures for an emergency repair.

I therefore find the landlords have **established** a monetary claim of $249.

"Tenant abandon unit Oct" –

As mentioned, I have determined that this tenancy became a month-to-month tenancy.

The evidence here shows that on September 9, 2020, the tenant, SS, informed the landlords in an email, they would not renew another lease, further stating that they would be moved out by October 31, 2020.

Under section 45(1) of the Act, a tenant may end a month to month tenancy by giving the landlord notice to end the tenancy effective on a date that is at least one clear calendar month before the next rent payment is due and is the day before the day of the month that rent is payable.

While I find the tenants indicated that they would be out of the rental unit by October 31, 2020, they vacated the rental unit sometime in late September 2020. While the tenants' notice of September 9, 2020, to vacate by October 31, 2020, was in the proper time, the tenancy ended on or about September 28, 2020.

In this case, if the tenants wanted to end the tenancy by the end of September 2020, the latest day the tenants could provide written notice to end the tenancy was August 31, 2020.

While counsel argued that the landlords constructively evicted the tenants when the locks were changed, I do not find that to be an unreasonable act by the landlords section 7 of the Act requires the landlords to minimize their loss. If the property had been vacated, I find the landlords would be entitled to re-rent the rental unit as possession was returned to the landlords. Furthermore, the tenants' notice was dated for October 31, 2020, yet the tenants vacated by September 28, 2020, and as a result, I find the landlords suffered a loss of $884 for October 1-14, 2020, rent.

For this reason, I find the landlords have **established** a monetary claim of $884, or half the month's rent as the landlords were able to secure new tenants effective October 15, 2020.

300 liters oil for Tune-up –

The tenants submitted that there was no oil in the tank when the tenancy began and they were unable to use the furnace.

I find the landlords submitted insufficient evidence that the oil tank had 300 liters at the beginning of the tenancy. The receipt submitted by the landlords indicated that on

October 13, 2020, the landlords paid for oil for the tank; however, there was no corresponding receipt from the beginning of this tenancy on October 1, 2014.

Tenancy Policy Guideline 1 states that the tenant must leave oil tanks in the condition that they found them at the start of the tenancy, e.g., half full.

While the written tenancy agreement provides that the tenants must leave 300 liters of oil, I find the landlords' expectation that the tenants take on the landlords' responsibility to be unreasonable and I find that this part of the tenancy agreement is unenforceable.

I therefore **dismiss** the landlords' claim of $450, due to insufficient evidence, without leave to reapply.

Furnace plan paid at move-out –

Under Residential Tenancy Policy Guideline 1, the landlord is responsible for inspecting and servicing the furnace in accordance with the manufacturer's specifications or annually where there are no manufacturer's specifications, and is responsible for replacing furnace filters, cleaning heating ducts and ceiling vents as necessary. I find this Policy takes a reasonable stance.

I find the landlords' expectation that the tenants take on the landlords' responsibility to be unreasonable and I find that this part of the tenancy agreement is unenforceable.

I therefore **dismiss** the landlords' claim of $160 for the furnace service due to insufficient evidence without leave to reapply.

Chimney and duct cleaning –

Under Residential Tenancy Policy Guideline 1, the landlord is responsible for cleaning and maintaining the fireplace chimney at appropriate intervals and the tenant is responsible for cleaning the fireplace at the end of the tenancy if they have used it. I find this Policy takes a reasonable stance.

The tenants claimed they stopped using the fireplace in 2016, due to the costs. I find the tenants substantiated that they provided the landlords with a receipt for cleaning in 2016.

I find the landlord submitted insufficient evidence to show that the tenants used the fireplace after that time. The landlords have submitted evidence from third parties contesting the tenants' lack of use. The landlords, however, who apparently did not visit the property during the six-year tenancy had no direct, or first-hand knowledge of this issue.

I find that disputed evidence, without more, does not sufficiently meet the landlords' burden of proof.

I therefore dismiss the landlords' claim of chimney and duct cleaning for $150 due to insufficient evidence, without leave to reapply.

Flea, bed bug inspection at move-out –

The written tenancy agreement requires the tenants to obtain a bedbug treatment at the end of the tenancy, using a specific company, and providing the contact information for that company in the written tenancy agreement. Absent any proof that there had been a bedbug issue during the tenancy, caused by the tenants, I find this claim exceeds the requirement under the Act that tenants leave the rental unit reasonably clean.

For this reason, I dismiss the landlords' claim for a bedbug treatment of $95.

Fill nail holes in wall plaster and paint –

Policy Guideline 1 states that most tenants will put up pictures in their unit. A landlord may set rules as to how this can be done.

I have reviewed the written tenancy agreement supplied by the landlords and find that the tenants were required to use proper "plaster nails" for hanging art. While that requirement may be allowed, the landlords further required the tenants to
' "professionally match the wall paint" and "professional" paint over & fill holes-LEAVE NO VISIBLE MARKINGS on Any Wall in the whole of the home." '

In considering this claim, I find the landlords submitted insufficient evidence. There was not a move-out condition inspection or Report made, which allows both parties to inspect the rental unit together and is required under section 35 of the Act. The landlord is also required under the Act to arrange for the move-out inspection and provide the Report and without this evidence, I find the landlord has not noted the condition of the rental unit at the end of the tenancy.

I, however, find the landlords' expectation that there be no visible marking on any wall is in breach of the Act, as it is not reasonable and is unenforceable, as the Act allows for reasonable wear and tear. A tenant is not obligated to return the rental unit to a state as if they never lived there.

I find the basis of this claim is for enforcement of a term of the written tenancy agreement, which is in breach of the Act, as the Act allows for reasonable wear and tear. As a result, I **dismiss** this claim of $100, due to insufficient evidence, without leave to reapply.

Paint fireplace mantel –

The landlords' written tenancy agreement states that the tenants were required to hire a professional painter to restore the fireplace back to Move-In 2014 November Condition (White-enamel paint face of the Fireplace, and White Enamel-painted Mantel of the Fireplace) thereby restoring the living-room fireplace to the condition the tenants received the Rental Unit in the 2014.

I find this requirement to restore the fireplace and mantel back to the move-in condition, by way of a professional painter, to be in breach of the Act. As I have mentioned, the Act allows for reasonable wear and tear and therefore a tenant is allowed to use their home and that at the end of any tenancy, reasonable wear and tear can be expected.

As this term violates the Act, I **dismiss** this claim of $100, due to insufficient evidence, without leave to reapply.

Cleaning costs inside rental unit, 2 days –

I find the landlords submitted insufficient evidence to support this claim. The landlords failed in their obligation to conduct a move-out inspection with the tenants or to provide a receipt with a breakdown of the work performed. I also find a claim of $300 to clean a rental unit after a 6-year tenancy does not indicate that the rental unit required cleaning that was above the reasonably clean standard.

Due to the landlords' insufficient evidence, I dismiss their claim of $300, without leave to reapply.

As the landlords have had some success with their application, I grant them recovery of their filing fee of $100, pursuant to section 72 of the Act.

Due to the above, I find the landlords have established a total monetary claim of $1,233, comprised of $249 for the September 2020 rent deficiency, $884 for half a month's rent for October 2020, and the filing fee of $100.

I authorize the landlords to retain the tenants' full security deposit of $800 in partial satisfaction of their monetary award of $1,233, and grant the landlords a monetary order for the balance due by the tenants, in the amount of $433.

Cautions to both parties –

It was clear during this dispute resolution that both parties are not fully aware of their obligations, responsibilities, or rights under the Residential Tenancy Act. For this reason, all parties are informed that in the future, if they have questions about their rights and obligations, they should consult with the RTB staff, or, additionally, in the tenants' case, with their counsel.

I specifically caution the landlords to make sure their tenancy agreements come into compliance with the Residential Tenancy Act and the Residential Tenancy Regulation. It was clear to me that the written tenancy agreement violated several sections of the Act and Regulation, some, but not all, of which have been mentioned in this Decision.

I caution the landlords that the tenants are not required to perform landlord duties, such as taking videos and sending to the landlords and arranging for workers/contractors to do work about the residential property. The landlords have overreached in requiring a tenant to use a certain kind of flea treatment or to not disturb the neighbours in the homes next door. Pursuant to section 5 of the Act, the landlords may not contract outside the Act, and the part of the written tenancy agreement allowing for an automatic deduction from the tenants' security deposit is also prohibited.

While this requirement may have been permitted at the beginning of this tenancy, I caution the landlords that they now cannot force a tenant to vacate the rental unit at the end of a fixed-term, unless the landlords or a close family member intend to move into the rental unit. That reason must be specifically stated on the written tenancy agreement in accordance with section 13.1 of the Regulation.

I have not listed all the violations of the Act and Regulations, but I will inform the landlords that the Residential Tenancy Branch now has a Compliance and Enforcement Unit should they continue with this type of written tenancy agreement with the unenforceable terms.

Conclusion

I issue the landlords a monetary order in the amount of $433.

If the tenants do not voluntarily comply with the terms of the order, the order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court. The tenants are cautioned that enforcement costs may be recoverable from the tenants.

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: June 3, 2021

Residential Tenancy Branch