



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD MNDC FF

Introduction

This hearing was convened as a result of the Tenants' Application for Dispute Resolution. The participatory hearing was held, by teleconference, on June 1, 2021. The Tenants applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- A monetary order for the return of double the security deposit;
- A monetary order for compensation for loss or other money owed.

The Tenants attended the hearing and provided affirmed testimony. The Landlord did not attend the hearing. The Tenants testified that they served the Landlord with the Notice of Hearing and initial evidence package by registered mail on February 5, 2021. Proof of mailing was provided. Pursuant to section 89 and 90 of the Act, I find the Landlord is deemed to have received this package 5 days after it was mailed, on February 10, 2021.

The Tenants stated they sent another package to the Landlord on May 3, 2021, by registered mail. Proof of mailing was provided. The Tenants stated that this second package included both amendments, as well as their final evidence package, and a USB stick with all digital evidence. The Tenants stated that they also followed up with Landlord via email, to see that he could open the USB files. However, the Landlord ignored the email. The Tenants stated that the Landlord replied to other emails from them, previously, but stopped communicating with them to avoid them. Pursuant to section 88 and 90 of the Act, I find the Landlord is deemed served with this second package 5 days after it was mailed, on May 8, 2021. Further, I find the USB stick has also been sufficiently served, as the Tenants specifically attempted to follow up with the Landlord to ensure he could open the files.

The Tenants were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

1. Are the Tenants entitled to an order that the Landlord pay them double the security deposit?
2. Are the Tenants entitled to compensation for loss or money owed?

Background and Evidence

General Background Information

The Tenants stated that monthly rent was \$1,700.00 and was due on the first of the month. The Landlord collected an \$850.00 security deposit, and he still holds this amount. The Tenants stated that they moved into the rental unit on June 1, 2020, and no written tenancy agreement was signed.

Fireplace incident

The Tenants explained that the tenancy was largely uneventful until January of 2021, when the airtight fireplace stove in the rental cabin started to malfunction. The Tenants stated that in early January 2021, the fireplace started to emit smoke into the living area, so they stopped using it immediately. The Tenants stated that they informed the Landlord this same day, and he informed them that his usual fireplace contractor was not available to help them. The Tenants stated that the Landlord told them to reach out to another company to schedule a proper chimney cleaning. The Tenants stated that they booked the earliest date they could with this company, which was not until January 25, 2021, several weeks away. The Tenants reached out to the Landlord on January 15, 2021, to enquire if there was anything that could be done to speed up the fireplace repair, and the Landlord replied to them that same day, saying “someone” would be there the following morning.

The Tenants stated that they were pleased that someone could come sooner, and it was not until the morning of January 16, 2021, that they realized it was actually the Landlord himself who would be trying to fix the issue. The Tenants stated that when

they opened the door that morning to let the “contractor” in, they saw the Landlord standing there with an old shop-vac. The Tenants stated that the Landlord jokingly said in an Asian accent “me here to fix your fireplace”. The Tenants stated that the Landlord proceeded to vacuum out the airtight fireplace while they were home, and once he started vacuuming, it became obvious his vacuum did not have a filter installed. The Tenants stated that immediately, huge volumes of thick black soot/ash shot out of the vacuum, filled the air, and dispersed all over the house. The Tenants stated that the house is an open concept cabin style home, so when the vacuum began ejecting black ash everywhere, it went everywhere, into the bedrooms, kitchen, living room etc. The Tenants stated that there was so much black ash in the air that the smoke alarms went off.

The Tenants opined that the tenancy was frustrated as of this day, January 16, 2021, since the black ash was so pervasive, that it rendered the rental uninhabitable. The Tenants stated that it took many days for all the ash to settle out of the air, and despite attempts to clean up, the fine particulate was such that it was difficult to wipe and remove. The Tenants stated that when any moisture was present during cleanup, it would rehydrate the particulate, and form a black sludge that was very hard to remove. The Tenants stated that they initially tried to mitigate and clean up, but were unable to sufficiently clean their belongings, and the interior of the home. One of the Tenants stated that he has asthma, and had to limit his time in the rental unit because it would exacerbate his issues. The Tenants also have 3 children, a 17-month-old, a 4 year old and a 6 year old.

The Tenants stated that the Landlord hired some general cleaners to come and try to clean up the ash on January 16, 2021. However, this proved largely ineffective, as the black ash was smeared around, not properly cleaned up, and any textured, or fabric item had the particulate embedded. The Tenants stated that they spent the next few days trying to work with the Landlord to remediate the issue, and it became apparent the Landlord was not taking it seriously, and was not prepared to properly remediate the mess. The Tenants stated that this is around when the Landlord started to ignore them, and act strangely (peel out and in the driveway and speed away when the Tenants were nearby). The Tenants stated that the Landlord lives on the same property, in a different building.

The Tenants stated that on January 18, 2021, they asked for a remediation contractor to come to the house and give a quote and his opinion. This company informed the Tenants that the issue was going to be very difficult to remediate because everything would have to be removed from the property in order to be cleaned, and many of the

items would not be salvageable. The Tenants stated that this company also informed them that any children's items would not be salvageable because of the cleaning products used to remediate this type of particulate. This contractor refused to do the work without the Landlord's consent, and did not provide anything in writing.

The Tenants stated that they followed up with the Landlord and asked for him to hire a company to properly remediate the area, but the Landlord informed them that he did not have insurance, and would not be able to pay for it. The Landlord refused to engage with the remediation contractor the Tenants contacted. Instead, the Landlord did some minor repainting, and brought a second cleaning company in to help. The Tenants stated that the second cleaning company notified them at the end of the first cleaning day, that the Landlord had become aggressive and was shouting at them. The Tenants stated that this company left, and did not complete the cleaning because of the Landlord's behaviour.

The Tenants also contacted an environmental testing consultant, who attended the rental unit on January 26, 2021. This environmental consultant provided a written statement about this incident, but no actual testing was done. The written statement outlines and corroborates the timelines provided by the Tenants. The environmental consultant noted that on initial glance, the rental unit appeared to be somewhat cleaned up, but there was still lots of residue on all surfaces. The samples were not tested, since it was very apparent the black ash was still prevalent and not sufficiently cleaned up. The contractor told the Tenants that testing would cost several hundreds of dollars and would only confirm what was already visually obvious with all the visible ash still present.

The Tenants argued that the tenancy was frustrated, as of the date of the fireplace incident, January 16, 2021. The Tenants stated that they served the Landlord with a

The Tenants are seeking \$18,421.48 for the following items:

- 1) \$1,700.00 – Double the security deposit

The Tenants are seeking double the security deposit they paid because the Landlord failed to return their deposit of \$850.00 at all, let alone in a timely manner. The Tenants stated that they moved the last of their belongings out by February 1, 2021, after informing the Landlord that they would not be returning due to the fireplace ash incident. The Tenants stated that they served their forwarding address, in writing, to the Landlord on January 29, 2021, alongside the frustrated tenancy agreement they

gave to the Landlord, in person. The Tenants also stated that the Landlord extinguished his right to retain any of the deposit because he failed to conduct a move-in or move-out inspection, or offer them opportunities to do so.

2) \$822.45 – Pro-rated rent for January 2021

The Tenants stated that, due to the issue with the fireplace, the rental unit was uninhabitable from January 16, 2020 onwards. As such, the Tenants are seeking a pro-rated refund of January rent, as they paid this month in full, but only were able to live in the unit for the first half of the month.

3) \$6,997.86 - Temporary Housing until March 30, 2021

4) \$363.30 - Temporary Storage Locker for February and March 2021

5) \$608.87 – Moving Expenses

The Tenants stated that they were forced to move in the middle of winter, with no advance notice, due to the Landlord's negligence. The Tenants stated that, following the fireplace incident on January 16, 2021, they went to stay at a 1-bedroom cabin at a nearby farm as a temporary shelter. An invoice was provided totalling \$1,101.60 for January 16-25, 2021. Following this, the Tenants had to move to a larger space for their family of 5, and moved to another short term rental for January 25-February 7, 2021, which was through AirBnB. Receipts were provided showing this period cost them \$2,071.26. Following this, the Tenants were successful in procuring a medium-term solution from February 7, 2021, until the end of March. This unit was a monthly rental in a nearby town, but was not suitable long term. The Tenants provided an invoice/proof of cost for this period, which shows that the unit cost them \$2,100.00 per month. The Tenants stated they were charged a pro-rated amount for February totalling \$1,725.00, plus \$2,100.00 for March.

The Tenants stated that during March, they were able to find a long-term rental, suitable for their needs. However, the Tenants are seeking to be reimbursed for the above amounts, totalling \$6,997.86, for the series of short-term rentals they had to utilize from January 16 – March 31, 2021.

The Tenants stated that they had to pay for storage (of their salvaged belongings) from the period of time following the incident, until they moved into their long-term rental, at the start of April 2021. The Tenants provided an invoice for this item, showing that it cost them \$363.30 for the two months.

The Tenants are also seeking to recover the costs associated with moving their belongings out of the original rental unit, into storage, and then out of storage, into their long-term rental. The Tenants provided receipts for the rental of the moving truck on these two occasions, as well as the purchase of the boxes, totalling \$608.87.

6) \$3,750.00 - Aggravated Damages

The Tenants stated that they are seeking aggravated damages because the Landlord was grossly negligent with the cleaning of the airtight fireplace, and with the following remediation attempts. The Tenants stated that the Landlord's poor choices caused extreme damage to belongings, as well as to their lives. More specifically, the Tenants stated that one of the Tenants, K.L., lost her job because she was unable to attend a shift following the incident on January 16, 2021. The Tenants stated that K.L. was participating in a return to work plan, following a workplace injury, and it is not as easy for her to simply go look for other work. The Tenant stated that due to the Landlord's mishandling of the rental unit, and the cleanup, the Tenant felt she had to be present to mitigate the impacts on her family and their belongings.

Further, the Tenants stated that the incident caused significant distress and disturbance to all 3 children. The Tenants noted that school and daycare was disrupted, and the children did not understand what was happening, why they had to move schools/daycare, which ultimately led to distress. The Tenants also stated that the Landlord significantly exacerbated the impacts on them by being uncooperative, rude, and dismissive with their communication attempts, and the mitigation efforts. The Tenants stated that they would send requests and communication to the Landlord, and would have to wait to see if he would even acknowledge them, because towards the end of January he stopped replying to emails, and ignored calls. The Tenants felt abandoned and with little control over a situation which deeply impacted them.

7) \$4,179.00 – Cost to replace damaged possessions

The Tenants stated that they were able to salvage many items from the rental unit, particularly the items that were inside of drawers, cabinets, or that were tucked away or covered from the ash. Despite this, the Tenants stated that many of the items were not salvageable and had to be thrown out. The Tenants provided an itemized list of all items in a spreadsheet, along with the estimated cost to replace the items.

The Tenants provided a photo for each item, showing a “garage sale valuation” of the items, including listings of used comparable items they found online. The Tenants stated that some of the items were actually replaced, but many were not, and they are waiting for compensation to assist in the replacement of all items.

Analysis

A party that makes an application for monetary compensation against another party has the burden to prove their claim.

In this instance, the burden of proof is on the Tenants 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 Landlord. Once that has been established, the Tenants must then provide evidence that can verify the value of the loss or damage. Finally it must be proven that the Tenants did everything possible to minimize the damage or losses that were incurred.

Based on the undisputed testimony and evidence, I make the following findings:

First, I will consider whether or not the tenancy agreement was frustrated by the fireplace incident that occurred on January 16, 2021, when the Landlord attempted to clean out the fireplace. I turn to the following portion of the *Act*:

- 44 (1) A tenancy ends only if one or more of the following applies: [...]
- (e) the tenancy agreement is frustrated;

Next, I turn to the following portion of the *Act*:

- 92 The *Frustrated Contract Act* and the doctrine of frustration of contract apply to tenancy agreements.

Frustration is an English contract law doctrine that acts as a device to set aside contracts where an unforeseen event either renders contractual obligations impossible, or radically changes the party's principal purpose for entering into the contract.

If an event occurs which causes an inordinate delay in the performance of the contract, frustration may be held. However, it must be a serious delay which affects the intended purpose of the contract.

I have considered the Tenants' testimony and evidence on this matter. It appears the Landlord was well intentioned when he attempted to fix the fireplace himself. It appears he was trying to expedite the fireplace repair after becoming aware the qualified fireplace contractor was not able to come for a few weeks. However, I find the Landlord owed a duty of care well beyond what he provided. I note the Landlord appears to have initially led the Tenants to believe he found someone to come and fix the fireplace, only to surprise the Tenants the following morning that he was the one who was going to try to fix the fireplace. I accept the Tenants testimony that the Landlord attempted to use racist humour, potentially in an attempt to lighten the mood, when he showed up with his shop-vac on the morning of the incident. However, when this is viewed alongside his overall conduct and demeanour following the incident, it appears the Landlord did not exercise proper judgement, due diligence, and failed to consider the risks associated with a DIY fireplace repair. It does not appear the Landlord took the fireplace repair seriously, nor did he take the remediation seriously. From a commonsense perspective, I find there is obvious and inherent risk and danger associated with troubleshooting, fixing, and cleaning a malfunctioning wood burning heating appliance, both in terms of future fire risk, and from a particulate contamination perspective.

Following the ash contamination incident while the Landlord attempted the repair himself, I find it likely that if the Landlord had engaged sufficiently qualified contractors to mitigate and cleanup the accident, there is a strong possibility that the tenancy could have continued, as the disruption could have been relatively short lived. However, given the conduct of the Landlord, the insufficient cleanup/mitigation, the overall poor communication and his lack of accountability, I find the tenancy was frustrated in the days following the actual incident. I find the tenancy was frustrated at the end of January, as this is when it became apparent the Landlord was not willing to effectively communicate and mobilize a sufficient plan to remediate the site, and the Tenants belongings. It appears the Tenants moved the last of their things out the following day.

I will address each of the Tenants' monetary items in the same order as above:

The Tenants are seeking \$18,421.48 for the following items:

- 1) \$1,700.00 – Double the security deposit

Section 38(1) of the *Act* requires a landlord to repay the security deposit or make an application for dispute resolution within 15 days after receipt of a tenant's forwarding address in writing or the end of the tenancy, whichever is later. When a landlord fails to

do one of these two things, section 38(6) of the *Act* confirms the tenant is entitled to the return of double the security deposit.

I note the Landlord failed to do a move-in or move-out inspection, and failed to complete an inspection report. As a result, I find the Landlord extinguished his right to claim against the security deposit. This extinguishment is explained in section 24(2) as follows:

24 (2) The right of a landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property is extinguished if the landlord

(a) does not comply with section 23 (3) [2 opportunities for inspection]

(b) having complied with section 23 (3), does not participate on either occasion, or

(c) does not complete the condition inspection report and give the tenant a copy of it in accordance with the regulations.

[Reproduced as written.]

Based on the above, I find the Landlord extinguished his right to file against the security deposit for damage, and he was required to return the security deposit and pet deposit, in full, within 15 days of receiving the Tenants' forwarding address in writing, or the end of the tenancy, whichever is later.

In this case, I accept the Tenants testimony that they gave their forwarding address in writing on January 29, 2021. As stated above, I find the tenancy ended at the end of January.

Pursuant to section 38(1) of the *Act*, the Landlord had 15 days from the end of the tenancy (until February 15, 2021) to repay the security deposit (in full) to the Tenants. However, the Landlord did not do so, and still holds the deposit. I find the Landlord breached section 38(1) of the *Act*.

Accordingly, as per section 38(6)(b) of the *Act*, I find the Tenants are entitled to recover double the amount of the security deposit (\$850.00 x 2).

2) \$822.45 – Pro-rated rent for January 2021

Section 65(1)(f) of the Act allows an arbitrator to make an order that past or future rent must be reduced by an amount that is equivalent to a reduction in the value of a tenancy agreement for repairs, services or facilities agreed upon but not provided.

I find the issue with the fireplace was largely due to the negligence and poor judgement of the Landlord. The impact on the Tenants, and loss of value of the tenancy was also exacerbated by the insufficient clean-up, and poor communication from the Landlord. I accept the rental unit was uninhabitable for the latter part of January 2021. I accept that the Tenants paid rent for this time and had limited to no use of the space following the incident on January 16, 2021. I find the Tenants are entitled to a rent reduction of \$822.45, which is the pro-rated amount for the remainder of the month.

3) \$6,997.86 - Temporary Housing until March 30, 2021

4) \$363.30 - Temporary Storage Locker for February and March 2021

5) \$608.87 – Moving Expenses

With respect to the temporary housing costs incurred by the Tenants, I find they are entitled to some of the temporary housing costs, but not all, following the incident due to their partial mitigation of their loss. This is explained further below. I note the following relevant portions of the **Policy Guideline #5 – Duty to Minimize Loss**:

Partial mitigation

Partial mitigation may occur when a person takes some, but not all reasonable steps to minimize the damage or loss. [...] an arbitrator may award a claim for some, but not all damage or loss that occurred.

In this case, I have considered the Tenant's testimony and evidence on this matter. I accept that they were put in an incredibly difficult situation, following the fireplace incident. The Tenants were forced to moved out of their long-term rental when the incident occurred, and through no fault of their own, they had to find suitable accommodation for 2 adults and 3 children, forthwith. I accept that it is reasonable to expect that some short-term accommodation would be necessary and that this would come at a premium when compared to the costs of a longer-term rental. I note the Tenants attempted to rent a smaller unit (1 bedroom) initially, in an attempt to keep costs down, and mitigate losses, but eventually had to move again to obtain more space for their family.

I find the Tenants reasonably mitigated their losses for the first few weeks, following the incident. However, I find there is insufficient evidence as to how they mitigated their loss for the month of March 2021. I think it is reasonable to expect it could take a few weeks or a month to find a more suitable long-term rental. However, in the case, the Tenants stayed in “temporary” housing for nearly 2.5 months following the incident in January. I do not find the Tenants provided sufficient evidence showing they were promptly and actively searching for a longer term, more affordable solution while they were staying in the short-term accommodation. Overall, I find there is a lack of evidence showing that they sufficiently mitigated losses they were incurring. I find the Tenants accumulated expenses on this item, are potentially exacerbated by not acting more promptly and procuring a longer-term rental sooner. Based on the evidence and testimony presented, I find the Tenants only partially mitigated their loss, and as such, are only entitled to a reduced amount. I find they are only entitled to recover temporary shelter expenses from January 16, 2021 until February 28, 2021. I decline to award expenses for March for accommodation, or for the temporary storage of their belongings in March. For similar reasons, I award the costs to temporarily store their belongings for February only.

In summary, the Tenants have established they paid \$4,897.86 for the period from January 16 – February 28, 2021. The Tenants have also established that they paid \$181.65 for storage up until the end of February. I award these amounts for temporary shelter and storage costs.

With respect to the moving costs, I note the Tenants rented a truck and moved their own belongings out of the rental unit, following the incident, the Tenants provided a receipt for a truck rental, and supplies to move items out of the rental unit into storage, and from storage into their long term rental. I find these costs are reasonable, and the Landlord ought to be responsible for these items. The need to move was due to the Landlord’s actions, and negligence, so this cost should not be absorbed by the Tenants. I award \$608.87 for moving costs.

6) \$3,750.00 - Aggravated Damages

In addition to other damages an arbitrator may award aggravated damages. These damages are an award, or an augmentation of an award, of compensatory damages for non-pecuniary losses. (Intangible losses for physical inconvenience and discomfort, pain and suffering, loss of amenities, mental distress, etc.) Aggravated damages are designed to compensate the person wronged, for aggravation to the

injury caused by the wrongdoer's behaviour. They are measured by the wronged person's suffering.

The damage must be caused by the deliberate or negligent act or omission of the wrongdoer. However, unlike punitive damages, the conduct of the wrongdoer need not contain an element of wilfulness or recklessness in order for an award of aggravated damages to be made. All that is necessary is that the wrongdoer's conduct was highhanded. The damage must also be reasonably foreseeable that the breach or negligence would cause the distress claimed.

They must also be sufficiently significant in depth, or duration, or both, that they represent a significant influence on the wronged person's life. They are awarded where the person wronged cannot be fully compensated by an award for pecuniary losses. Aggravated damages are rarely awarded and must specifically be sought. The damage award is for aggravation of the injury by the wrongdoer's highhanded conduct.

An arbitrator does not have the authority to award punitive damages, to punish the respondent.

The Tenants seek aggravated damages for the stress, anxiety, the loss of employment, and overall disruption on their lives, and their children's lives (moving, changing cities, schools).

I am satisfied that the Tenants and their children suffered a great deal of disruption, and stress, all due to a poorly executed maintenance request. The Landlord's botched fireplace repair attempt was negligent, and reckless and his failure to effectively communicate with the Tenants, with cleaning staff, and with qualified remediation contractors following the incident led to an extremely stressful and unsettling experience for the Tenants and their children. The Tenants voiced their concerns to the Landlord about their concerns about the health impacts of the fireplace ash, soot, and creosote particulate that was spread over everything they owned. However, it appears the Landlord attempted to keep costs down, as he did not have insurance. He also appears to have caused the second cleaning crew to leave due to his aggressive demeanour.

I find that there has been an aggravation of the Tenants' losses in addition to the loss of value of the tenancy awarded above. I find that the Tenants suffered stress, a decline in quality of life while they were in temporary housing, and a total disruption of employment, schooling, and daycare for several members of the family.

In making an award I reminded that I have no authority to award punitive damages. Aggravated damages may be awarded where the conduct of the respondent justifies such an award but the award must be compensatory, not punitive, although the damages should take account of the claimant's intangible injuries such as distress and suffering. In this application the Tenants seek aggravated damages totaling \$3,750.00.

In *Warrington v Great-West Life Assurance Co.*, (1996) 24 BCLR (3D), The B. C. Court of Appeal considered the appropriateness of an award of aggravated damages made to a party who had been deprived of total disability insurance benefits for a period of some 26 months. The trial judge awarded the plaintiff the sum of \$10,000.00 to recognize the hardship and humiliation caused by the insurer's refusal to pay benefits to which the plaintiff was clearly entitled, forcing him to rely on the charity of family and friends and to apply for social assistance. On appeal, counsel for the plaintiff argued that the \$10,000 award was "inordinately low". Speaking for the Court Madam Justice Newbury had this to say:

As for the amount of aggravated damages awarded by the trial judge, I do not agree with Mr. Pierce's argument that it was inordinately low. Most of the cases in this area indicate that courts should exercise caution in their awards for mental distress (see, e.g., the judgment of this Court in *Wilson v. Sooter Studios Ltd.* (1988) 42 B.L.R. 89 at 92), and the trial judge's award was if anything higher than those made in comparable cases to which we were referred.

I consider that awards in the amounts suggested by the Tenants would cross the threshold from compensatory to punitive. I find that a more appropriate amount for aggravated damages to be \$2,000.00.

7) \$4,179.00 – Cost to replace damaged possessions

I accept that, following the incident on January 16, 2021, the Tenants went back to the rental unit, attempted to clean, and salvage as much as possible. I accept that they were able to salvage and remove many of their belongings, some of which were moved into their temporary accommodation, some of which were put into storage until they found longer term accommodation. I find they mitigated in this regard.

I have viewed the photos, and videos, and have considered the Tenants explanation about the magnitude and prevalence of the fine ash particulate spread throughout the unit. I accept that the Tenants were advised, by professionals on more than one occasion, that this ash and particulate was both toxic and difficult to remove. It was

characterized to the Tenants, by the remediation expert, as something similar to having a building fire, without the actual fire. I accept that this was an open concept style house, and that ash would have infiltrated and contaminated most areas.

As stated above, this contamination was a result of the Landlord's negligence, which, I find, makes him liable for some of these replacement costs. However, as with any monetary claim, there is a duty to mitigate. In this case, the Tenants spoke very little to the different items on their long list of items that needed replacement. Upon review of this list, it appears many of the items were either hard surfaced items, or items that could have potentially been salvaged by wiping or cleaning. I accept that many of the children's belongings would have been garbage, due to the limited ability to clean them, and the heightened risk in their continued use. However, I do not find the Tenants sufficiently explained why all of the items claimed were unsalvageable or how they did all they reasonably could have to mitigate the loss of some items. I find the Tenants partially mitigated their losses.

The Tenants are seeking \$4,179.00. However, I award the Tenants \$1,000.00 for partial mitigation.

Further, section 72 of the *Act* gives me authority to order the repayment of a fee for an application for dispute resolution. Since the Tenants were partially successful in this hearing, I also order the Landlord to repay the \$100.00 fee the Tenants paid to make the application for dispute resolution.

In summary, I grant the monetary order based on the following:

Claim	Amount
Double security deposit	\$1,700.00
Rent reduction for January	\$822.45
Temporary Accommodation	\$4,897.86
February storage	\$181.65
Moving costs	\$608.87
Aggravated Damages	\$2,000.00
Item replacement costs	\$1,000.00
 Filing Fee	 \$100.00
TOTAL:	\$11,310.83

Conclusion

The Tenants are granted a monetary order pursuant to Section 67 in the amount of **\$11,310.83**. This order must be served on the Landlords. If the Landlords fail to comply with this order the Tenants may file the order in the Provincial Court (Small Claims) and be 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: June 3, 2021

Residential Tenancy Branch