



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Eurowest Developments Inc, 2325342 Ontario
Inc and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

For the landlord: MND-S, FF
For the tenant: MNDC, MNSD, RPP, MNETC, FF

Introduction

These matters convened by teleconference on March 4, 2021, to deal with the applications of the parties for dispute resolution seeking remedy under the Residential Tenancy Act (Act).

The landlord applied for:

- compensation for alleged damage to the rental unit by the tenant;
- authority to keep the tenant's security deposits to use against a monetary award; and
- to recover the cost of the filing fee.

The tenant applied for:

- compensation for a monetary loss or other money owed;
- a return of their security deposits;
- an order requiring the landlord to return their personal property;
- compensation from the landlord relating to a Two Month Notice to End Tenancy for Landlord's Use of Property (Notice); and
- to recover the cost of the filing fee

The landlord, the tenant and the tenant's agent (agent) attended the original hearing, and the matter of jurisdiction was considered. Due to time considerations, the hearing was adjourned in order to consider both applications.

An Interim Decision was issued on March 10, 2021, in which I found that these disputes fell under the jurisdiction of the Act. The Interim Decision was corrected on March 29, 2021, at the request of the agent. However, the findings of jurisdiction were unchanged.

Due to preliminary issues and other considerations contained therein, the Interim Decision is incorporated by reference and should be read in conjunction with this Decision.

I further ordered the hearing be adjourned and reconvened on the date and time contained in the attached Notice of Adjourned Hearing, for the purpose of hearing from the parties in relation to both applications.

At the reconvened hearing, the landlord, another landlord/co-owner, FS, the tenant, and the tenant's agent attended.

At the reconvened hearing, the parties were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

The landlord confirmed receipt of the tenant's responsive evidence during the period of adjournment. All parties confirmed they were not recording the hearing.

I was provided a considerable amount of evidence from the parties including: testimony; written submissions; digital evidence; and photographic evidence, all of which has been reviewed. Due to the volume of oral and written evidence, it has not all been referenced in this Decision. The principal aspects of the landlord's and the tenant's claims 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

Is the landlord entitled to monetary compensation from the tenant, to keep their security deposit to satisfy a portion of a monetary award, and to recover the cost of the filing fee?

Is the tenant entitled to a return of his two security deposits, monetary compensation from the landlord and to recover the cost of the filing fee?

Background and Evidence

The details of the tenancy agreement were outlined in the Interim Decision. Filed in evidence was the written tenancy agreement.

The landlord had another tenant on the residential property, living in a separate, adjoining suite.

The parties disagreed on the date the tenancy ended. The landlord submitted that the tenancy ended on September 25, 2020, when the tenant moved out some remaining items, and the tenant submitted that the tenancy ended on August 30, 2020, when he vacated the rental unit.

The landlord retained the tenant's security deposits totalling \$5,100, having made this claim against them.

Landlord's application –

The landlord claimed as follows:

ITEM DESCRIPTION BY HEADING	AMOUNT CLAIMED
1. Landscaping	\$1,671.20
2. Cleaning	\$1,636.28
3. Garbage removal	\$241.48
4. Damage	\$420.00
5. Additional Items	\$6,400.24
TOTAL	\$10,369.20

Landscaping

The landlord testified that the tenant did no weeding during the tenancy, left plants to die, and did not perform the yard work required under the written tenancy agreement, which said the yard had to be returned in a similar condition. The landlord submitted she took photographs of the yard, but did not submit them in evidence as that would be too onerous.

The landlord referred to her evidence showing receipts for landscaping and plant purchases.

The tenant testified that the landlord was on the property before he moved out and did yard work and landscaping, presumably for staging the home for selling. The tenant submitted that he did some pruning and watering, but was not able to water as much, due to the water use restrictions. The tenant submitted that plants have a life cycle, and some plants would naturally die off at the end of the season.

The tenant submitted that the landlord replaced some flowers to stage the home for selling, but that her photographs used for the home listing showed that most of the landscaping was still in place. The tenant submitted that the landlord's evidence showed just a small depiction of the yard, but did not show the entire yard, which was in great condition. Filed in evidence by the tenant were the real estate listings for the residential property containing photographs.

Cleaning

The claim was for cleaning the entire house and garage, sorting through furnishings, laundering linens, packing items, and cleaning the rug and couch.

The landlord submitted that the tenant failed to properly clean the residential property prior to his departure. The landlord confirmed that the rug and carpet were not cleaned, but pointed to her estimate to show that the items were beyond cleaning. The landlord said she sold the items in an as-is condition.

The tenant submitted that when he moved in, he moved the landlord's sofa to a sunny room, as he was moving in his own furniture. The tenant said that the sunlight revealed stains already on the couch.

The tenant said when the house was sold, the furniture was still in the house and used for staging purposes. The tenant submitted that the furniture was bought in 2012 and should be fully depreciated. The tenant referred to their photographic evidence.

The tenant submitted that the date of the landlord's receipt for dry cleaning shows that the landlord was trespassing in the rental unit before the end of the tenancy in order to start having personal property cleaned.

The tenant said that the rug was purchased in 2009.

The tenant submitted that the landlord had control over the house the last two weeks in August 2020, when she had cleaners in. The agent submitted she cleaned the house herself and it was in immaculate condition when they left.

Garbage removal

The landlord submitted that the tenant failed to remove his garbage, and therefore, it became necessary to borrow a trailer to carry the garbage to the dump.

Landlord, FS, said that he provided the labour to load and haul the garbage, which was weighed at the dump.

The landlord referred to their receipt evidence.

The tenant said that everything had been moved out of the rental unit on August 30, 2020, and the house and property was listed for sale on September 5, 2020.

The tenant said he just left a few items in the garage and questioned how the landlord claimed they removed 6000 pounds to the landfill.

Damage

The landlord submitted that the tenant or guests damaged the kitchen countertop and therefore it was necessary to repair the chip damage.

The landlord referred to the receipt evidence.

The tenant submitted there was no damage to the countertop and the landlord's evidence showed a quote from November 2020, but no proof the work was done.

Additional Items

This claim refers to the furnishings and household items in the furnished rental unit. The items were originally listed and attached to the tenancy agreement. This claim included sofa damage, bed linens, a pot set, a bath mate, a burned bedside table, damaged bar stools, and a missing umbrella and paddle.

In support of her claim, the landlord submitted that the sofa was in perfect condition at the start of the tenancy, and had a separate deal with the home buyer to purchase the sofa for \$1,500. The landlord said she would have been able to sell the sofa for \$7,000, had it not been damaged. The landlord described the stains as very large and not-cleanable, as shown by the estimate from the carpet cleaning company.

The landlord submitted that the home was missing a king and queen size sheet set and pillowcases, all which were very expensive.

The landlord submitted that the bedside table was burned, and the bar stools were so damaged, she threw them away. The landlord indicated that they were in perfect condition at the start of the tenancy.

Additional background and evidence heard in relation to the landlord's application was that the residential property was listed for sale on or around September 5, 2020, and was sold for \$3.5 million on September 22, 2020.

The landlord began going onto the residential property the last two weeks in August 2020 in preparation for preparing the home for listing.

The parties confirmed that there was a move-in inspection on June 1, 2019, as shown by the condition inspection report (Report), filed in evidence. The Report indicates that there was a move-out inspection on August 1, 2020. The Report was also unsigned by the tenant, as the landlord recorded a notation that there was a walk-through, as the "tenant still has to finish moving out". The landlord said that the date of August 1, 2020, was an obvious error.

The landlord submitted that the agreed upon move-out date was August 31, 2020, but that the tenant's move was not complete on that date. Instead, the tenant returned to the residential property on September 1, 2020, to move more items.

Additional evidence filed included text message and email communication between the parties, a detailed list with the monetary claim breakdown, copies of photographs, and receipts/estimates.

The tenant said that the additional items were shown in the staging photographs in the listing advertisements.

The agent said that the tenant takes care of his things and would not damage any property.

The tenant and agent said that at the end of August 2020, the landlord went around the house and began removing and packing items, to ready the home for selling.

The agent said that if the landlord had packed any items and if the tenant took them when moving out, it was only by mistake of the movers thinking it was the tenant's boxes. The tenant said that the landlord never asked them about any items allegedly removed by the tenant to see if they removed it by accident, so that they could be returned.

The tenant submitted that they used their own linens, not the landlord's linens.

The tenant said that the paddle boards were in an unlocked area on the property and he did not take them.

As to the bar stools, the tenant said that they were also moved to a sunny room and that sort of "pleather" deteriorates in the sun. The tenant said that the bar stools were flaking, but that was due to the age.

The tenant and agent denied damaging the pots and that they were just used in normal cooking. The tenant does not know how the pots became discolored, but as he likes to cook, they did a lot of cooking. The tenant said since the landlord did not claim to have purchased a set of pots, they must have been in okay condition.

As to the wine glasses, the tenant questioned why the landlord decided 6-7 months after the tenancy ends to buy wine glasses.

The tenant agreed that the bedside table was burnt, and believes it must have been from a short in the bedside lamp, as it was not on a surge protector. The tenant said he did not cause the burn on the table.

The tenant denied taking the umbrella.

The tenant said there was no detailed list of items at the exit report.

The tenant said that he had moved out by August 31, 2020, and the move-out inspection was on September 1, 2020. The tenant said that although he was leaving to go out-of-town, the landlord could have called the agent, who lives in the area, to come back and pick-up any items left, but did not.

The tenant said that the house went on the market 5 days after he left and was sold on September 22, 2020, for \$3.5 million.

Landlord's rebuttal –

The landlord said that the tenant's occupant at the time allowed the landlord to work on the house beginning on August 15, 2020, and on that basis, they had cleaners and landscapers come into work.

The landlord denied that the plants had a life cycle, as she used only perennials and that the photographs were taken after the work was completed.

The landlord denied that the bar stools in the listing advertisements were the same bar stools and that the old ones were thrown out.

The landlord said that the purchase price of the silk, handmade Nepalese rug was \$24,000.

The landlord said that the listing came with an understanding that the garage could not be shown. The landlord said that although the house was sold on September 22, 2020, the closing date was November 3, 2020. The landlord said they continued to have to complete work until the closing date, such as repairing the chip repair.

As to the pot set claim, the landlord said that a loss is a loss.

The landlord said that the tenant had a lot of people in and out and would not have known if the home was being damaged. The landlord said that she sent the tenant the list at the end of September 2020.

The landlord FS said that all he did was gather the items in the garage and take them to the landfill, where they were weighed. The landlord said that this was the genuine cost, which was understandable as there were many commercial rugs left.

Tenant's surrebuttal –

The tenant submitted that he does have a construction company and had some of the rugs at the property.

The tenant said that landscaping and cleaning were commenced on August 15, 2020 and that the listing photographs showed the plants were in front of the house.

The tenant said that the invoices were dated in August 2020, before the tenancy ended.

The tenant said that the carpet was beyond its useful life and there was no linen assessment at the end of tenancy.

Tenant's application -

The tenant claimed as follows:

ITEM DESCRIPTION	AMOUNT CLAIMED
1. Moving costs	\$11,000.00
2. Hydro reimbursement	\$355.77
3. Return of security deposits	\$5,100.00
4. Compensation for receiving a 2 Month Notice to End Tenancy	\$6,375.00
5. Filing fee	\$100.00
TOTAL	\$22,930.77

Moving costs

The tenant submitted that the landlord failed to provide the proper notice under the Act, as she called and said she wanted the tenant out in two weeks. The tenant said they had to act quickly to find movers. The cost claimed is a quote they received from a moving company for a short-notice move, although he ultimately used company trucks for a greater loss for being out of production. The tenant cited Covid to argue that moving costs were greater at that time.

The tenant submitted that their company lost a truck and crew for seven days, and that the claim for the quote was only fair.

The landlord submitted that the tenant did not look up the availability of rental trucks, as trucks are available now for \$50. The landlord submitted that her evidence shows that the tenant was happy to leave the rental unit.

The tenant said he did receive multiple quotes and the \$50 price is a U-haul truck. For a 5 bedroom house, the quote he claimed was quite fair.

Hydro reimbursement

The tenant submitted that he was required to pay only 85% of the hydro under the terms of the tenancy agreement and the landlord's other tenant living in a separate unit on the property was to pay the balance, and they did not.

The tenant said they never contacted the landlord about the matter.

Return of security deposits

The tenant submitted evidence that they provided the landlord with a written forwarding address on October 28, 2020, and the landlord has yet to return either of the security deposits, totalling \$5,100.

Compensation for receiving a 2 Month Notice to End Tenancy

The tenant did not receive a Two Month Notice to End Tenancy for Landlord's Use of Property from the landlord.

Return of personal property

The tenant submitted they left the Muskoka chairs temporarily, and were to return to pick them up later.

The landlord submitted that when the tenant came back to the property on September 1, 2020, his truck was full and he left the chairs there.

Analysis

I have considered the relevant evidence of each party and reached a decision taking into account the Act, Regulation, policy, on the balance of probabilities.

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 claimant 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 claimant must then provide sufficient evidence that can verify the value of the loss or damage. Finally, it must be proven that the claimant 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.

As to the costs claimed by the landlord associated with cleaning and repairing, 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. Tenants are not responsible for cleaning of the rental unit to bring the premises to an equal or higher standard.

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.

Landlord's application –

Landscaping

As the Act does not specifically deal with landscaping, I refer to Tenancy Policy Guideline 1, which states as follows:

Generally the tenant who lives 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 the flower beds if the tenancy agreement requires a tenant to maintain the flower beds.

The written tenancy agreement provides that the landlord may deduct from the tenant's security deposit "any gardening required to put the planted areas back to the standard in which they were received".

I find this requirement under the written tenancy agreement exceeds what is required of a tenant under the Act when leaving the rental unit, and in addition, this term the written tenancy agreement is unenforceable. Section 5 of the Act states that landlords and tenants may not avoid or contract out this Act or the regulations and any attempt to do so is of no effect.

A security deposit is held in trust for a tenant during the tenancy and after a tenancy ends, a landlord must deal with the tenant's security deposit in accordance with section 38 of the Act.

I have reviewed the evidence of the landlord and compared them with the evidence of the tenant. I find the landlord submitted insufficient evidence to show that the tenant

damaged the yard. The tenant was not provided the opportunity to remedy any landscaping issues, if there were any, as the landscapers were on the property providing services to the landlord on August 18, 2020, prior to the tenant vacating on August 31, 2020. As a result, I dismiss the landlord's claim for landscaping services, without leave to reapply, due to insufficient evidence.

Cleaning

In this case, the landlord submitted copies of three cheques issued to a cleaner, two of the cheques were dated in August 2020, prior to the tenant vacating the rental unit and one cheque was dated October 26, 2020. The memo portion of the October 26, 2020, cheque said "move out (indecipherable)". Included along with these three cheques, the landlord included a cheque in the amount of \$512.50, with the payee name marked out, but with the memo line indicating "security deposit". It was not made clear why the latter cheque was included with the evidence for the cleaning claim. However, the landlord submitted that the adjoining suite was rented through November 2020.

I find it just as likely as not that the two cheques for October 2020 were relating to the separate adjoining suite, for cleaning and return of a security deposit, as the home purchaser took possession in November 2020. The claim of \$375 for the October 26, 2020, cleaning, which as well after this tenancy ended, is **dismissed**, without leave to reapply, due to the landlord's insufficient evidence.

The landlord's claim of \$250 for cleaning prior to the end of the tenancy, I likewise **dismiss**, without leave to reapply. I find it just as likely as not that the costs incurred were additional costs the landlord incurred for staging the home. The tenant still had until the end of the tenancy to clean.

In this claim, the landlord included a request for cleaning the rug and dry cleaning the linens. I will address these claims in my assessment of the landlord's claim under Additional Items.

Garbage removal

The tenant did not deny that he left some garbage bags in the garage, and when the landlord, FS, explained that the bags were heavy from commercial rugs, the tenant accepted this explanation. I find that the landlord submitted sufficient documentary

evidence to support their claim of \$50 for the landfill costs and the landlord's, FS, time in transporting the garbage, or \$160, which I find to be reasonable.

I therefore find the landlord submitted sufficient evidence to support this part of her claim for dump fees of \$50 and landlord's time in transporting the garbage of \$160. and find they have established a monetary claim of \$210.

As to the landlord's evidence from a liquor store for a trailer rental, I find the receipt confusing. The receipt mentioned lager can deposits, PST liquor tax of 10%, GST liquor tax 5%, and a purchase. I find confusing evidence has no probative value. I therefore **dismiss** the landlord's claim for \$31.48.

Damage

This claim is \$420 for chip repair to the kitchen counter. I will address this claim in my assessment of the landlord's claim under Additional Items.

Additional Items

Under section 35(1) of the Act, the landlord and tenant must together inspect the condition of the rental unit before a new tenant begins to occupy the rental unit on or after the day the tenant ceases to occupy the rental unit, or on another mutually agreeable day.

Under 35(3) of the Act, a landlord must complete a condition inspection report in accordance with the regulations. Among other things, section 20 of the Residential Tenancy Regulation requires that the condition inspection report contain information, such as:

- *a statement of the state of repair and general condition of any floor or window coverings, appliances, furniture, fixtures, electrical outlets and electronic connections provided for the exclusive use of the tenant as part of the tenancy agreement;*
- *any other items which the landlord and tenant agree should be included;*
- *a statement identifying any damage or items in need of maintenance or repair;*
- *appropriate space for the tenant to indicate agreement or disagreement with the landlord's assessment of any item of the condition of the rental unit and contents, and any additional comments;*

- *the following statement, to be completed by the tenant:*

- *I,*

Tenant's name

[] agree that this report fairly represents the condition of the rental unit.

[] do not agree that this report fairly represents the condition of the rental unit, for the following reasons:

.....
.....
.....

I find one of the purposes of a condition inspection report is to allow both a landlord and tenant to inspect the rental unit together and have the opportunity to notate their own comments and to allow a tenant to acknowledge their agreement or disagreement with the contents of the report.

In this case, I find the landlord's report from the end of the tenancy was deficient as it did not contain the required information. The landlord indicated on the Report there was only a walk-through on September 1, 2020, not an inspection, as the tenant still had to finish moving-out. This notation was written in the space reserved for the tenant's signature. I interpret the landlord's evidence to show on a balance of probabilities that the landlord failed to provide the tenant with two opportunities to conduct a final inspection in violation of the Act.

I find the Report to be deficient as it was not in relation to the final, move-out inspection, the tenant was not present, if there was one, the tenant did not sign or date the document, and the tenant did not have a chance to review the document and add his comments or disagreements to the inspection report.

Apart from the insufficient Report, I find the landlord failed to note on the move-in inspection report the condition of the furnishings, or the Additional Items, and did not provide photographic evidence of the condition of the furnishings at the beginning of the tenancy and only copies of grainy photos from an unknown date, which would show whether there was above reasonable wear and tear. There was insufficient evidence that the landlord went over each of the additional items in the 7-page list at the beginning of the tenancy or at the end of the tenancy. The tenant would not have had the chance to address these matters with the landlord as a result or note his agreement or disagreement.

The tenant disputed he damaged the furnishings and without further proof, I find the landlord's claim for damage to the furnishings, including cleaning the rug and dry cleaning the linens, fails. The landlord failed to provide photographs of any claimed damaged item from the start of the tenancy, and only a small number of copies of undated, grainy, up-close photographs from what appears to be the end or after the tenancy.

As to the landlord's claim for damage to the kitchen counter, I likewise find the insufficient Report and evidence fails to support this claim. The landlord noted the condition at the move-in, writing it to be "2 scratches & nick on (indecipherable)". On the move-out, again without the tenant present for an inspection, the landlord writes "chips in counter". I find the statement on the move-in Report supports that the kitchen counter had pre-existing damage before the start of the tenancy. I find this Report fails to show that the tenant damaged the kitchen counter beyond reasonable wear and tear.

Due to the above findings, I dismiss the landlord's claims for missing or damaged additional items, the balance of the cleaning claim for the rug and linens, and damage to the kitchen counter, without leave to reapply, due to insufficient evidence.

I will address the landlord's request for recovery of her filing fee after assessment of the tenant's application.

Tenant's application –

Moving costs

I find the tenant submitted insufficient evidence to support that he was forced into vacating the rental unit. The landlord's evidence shows that the parties engaged in communication about the end of the tenancy, and the tenant indicated in a text message he was "happy to part ways".

I find the tenant chose to move and I also find the tenant was not required to move out by operation of the Act. I find I have no authority under the Act to award the tenant compensation for his choices, and **dismiss** his claim of \$11,000, without leave to reapply, due to insufficient evidence.

Hydro reimbursement

While I do not find it was the tenant's legal responsibility to collect the other tenant's portion of the utilities for the residential property during the tenancy, I also find the tenant submitted insufficient evidence that he whatever was reasonable to minimize his loss. The tenant failed to present evidence that he notified the landlord or the landlord's other tenant of the amount owed or file for dispute resolution seeking the landlord to put the hydro account for the residential property in her name, to collect from all tenants, which I find would have been reasonable steps to minimize his loss.

I therefore **dismiss** the tenant's claim for unpaid utility charges of \$355.77, without leave to reapply.

Return of security deposits

Under section 19 of the Act, a landlord must not require or accept a security deposit that is greater than the equivalent of ½ month's rent payable under the tenancy agreement.

In this case, the landlord required and accepted two security deposits from the tenant, one for \$3,100 and one for \$2,000. The tenant was entitled to deduct the overpayment of \$2,000 from monthly rent; however, the evidence does not support that he did. As the tenancy has ended, I find the tenant is entitled to a return of his two security deposits, less any award given to the landlord. The disposition of this matter will be dealt with later in this Decision.

Compensation for receiving a Two Month Notice to End Tenancy for Landlord's Use (Two Month Notice)

I dismiss the tenant's claim for \$6,375.00 for compensation otherwise owed for receiving a Two Month Notice, as the tenant confirmed he had not received a Two Month Notice.

Return of personal property

I find the tenant submitted insufficient evidence that the landlord prevented the tenant from retrieving the Muskoka chairs he left behind when he returned to the residential property.

I therefore dismiss the tenant's request for an order requiring the landlord to return the tenant's personal property.

I however find he is entitled to a return of his two security deposits, less any monetary award granted to the landlord.

Both applications-

As both parties have been partially successful with their applications, I dismiss their respective requests to recover the filing fee.

The landlord has been granted a monetary award of \$210.

The tenant is entitled to the return of his security deposit of \$3,100 and security deposit of \$2,000, less the amount of the landlord's monetary award of \$210.

I deduct the landlord's monetary award of \$210 from the tenant's total of the two security deposits, or \$5,100, and I order the landlord to return the balance of \$4,890, pursuant to sections 62(2) and 67 of the Act. To give effect to this order, the tenant is granted a **monetary order** in the amount of \$4,890.

Should the landlord fail to pay the tenant this amount without delay, the order must be served on the landlord and may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court if it becomes necessary. The landlord is cautioned that costs of such enforcement are recoverable from the landlord.

Conclusion

The landlord is granted a monetary award of \$210, which was deducted from the tenant's two security deposits totalling \$5,100.

The landlord has been ordered to return the balance of the tenant's two security deposits and the tenant is granted a monetary order of \$4,890.

The balance of the tenant's application was dismissed, without leave to reapply.

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*. Pursuant to

section 77 of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: November 5, 2021

Residential Tenancy Branch