



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

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

### Introduction

Pursuant to section 58 of the Residential Tenancy Act (the Act), I was designated to hear an application regarding the above-noted tenancy. The landlord applied for:

- a monetary order for unpaid rent, pursuant to section 26;
- a monetary order for loss under the Act, the regulation or tenancy agreement, pursuant to section 67;
- an authorization to retain the tenants' security deposit (the deposit), pursuant to section 38; and
- an authorization to recover the filing fee for this application, under section 72.

The landlord and tenant DD (the tenant) attended the hearing on October 15, 2021. Witness for the landlord KS also attended the hearing. All were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The hearing on October 15, 2021 was adjourned after 95 minutes due to time constraints.

The Residential Tenancy Branch emailed the notice of reconvened hearing to both parties.

The landlord and witnesses KS and CL attended the reconvened hearing on January 14, 2022. I left the teleconference open until 1:45 P.M. to enable the tenants to call into this teleconference hearing scheduled for 1:30 P.M. The reconvened hearing lasted 67 minutes.

At the outset of the hearings the attending parties affirmed they understand it is prohibited to record this hearing.

Per section 95(3) of the Act, the parties may be fined up to \$5,000.00 if they record this hearing: "A person who contravenes or fails to comply with a decision or an order made by the director commits an offence and is liable on conviction to a fine of not more than \$5 000."

Preliminary Issue – Service

The landlord affirmed he served the notice of hearing and the evidence (the materials) by registered mail on April 23, 2021. The landlord served a second package of evidence to the tenants on September 24, 2021. The tracking numbers and the address are recorded on the cover page of this decision.

The tenant did not provide his forwarding address but confirmed that both tenants moved to the address used by the landlord to serve the materials on March 15, 2021 and continue to live at the forwarding address. The tenant affirmed that he did not receive the packages, but his daughter received them. The tenant contacted the Residential Tenancy Branch and received a copy of the notice of hearing.

Based on the testimony offered by both parties, I find the landlord sufficiently served the materials by registered mail on April 23, 2021 and the second package of evidence on September 24, 2021, in accordance with section 71(2)(c) of the Act.

Section 90 of the Act provides that a document served by mail is deemed to be served on the 5th day after it is mailed. Given the evidence of registered mail the tenants are deemed to have received the materials on April 28, 2021 and September 29, 2021, in accordance with section 90(a) of the Act.

Preliminary Issue – amount of monetary claim

The landlord's application states:

01 - I want compensation for damage caused by the tenant, their pets or guests to the unit, site or property - holding pet or security deposit

\$12,000

Applicant's dispute description

Tenants left extensive damage throughout the house. They also left garbage everywhere and dirt and filth everywhere. Also unpaid rent and utilities.

The landlord's application also indicates a claim for utilities in the amount of \$698.79 and unpaid rent in the amount of \$1,625.81 for March 2021.

The landlord submitted a document as part of his evidence named "expenses incurred" indicating the total monetary claim of \$13,266.32. This amount includes the utilities and unpaid rent in the amount of \$2,400.00 for March 2021.

I accept the landlord's application for compensation for the total amount of \$13,266.32.

### Issues to be Decided

Is the landlord entitled to:

1. a monetary order for unpaid rent?
2. a monetary order for loss?
3. an authorization to retain the deposit?
4. an authorization to recover the filing fee?

### Background and Evidence

While I have turned my mind to the evidence and the testimony of the attending parties, not all details of the submission and arguments are reproduced here. The relevant and important aspects of the landlord's claims and my findings are set out below. I explained rule 7.4 to the attending parties; it is the landlord's obligation to present the evidence to substantiate the application.

Both parties agreed the tenancy started on December 27, 2018. Monthly rent of \$2,400.00 was due on the first day of the month. At the outset of the tenancy a deposit of \$1,200.00 was collected and the landlord holds it in trust. The landlord affirmed the tenancy ended on March 22, 2021. The tenant stated the tenancy ended on March 15, 2021. The tenancy agreement was submitted into evidence. It states that rent does not include water and garbage collection.

The landlord is claiming unpaid utilities in the amount of \$698.79. The landlord testified the tenants did not pay the utilities bill dated December 31, 2020 in the amount of \$341.29 (for service from October 01, 2020 to December 31, 2020) and the bill dated March 31, 2021 in the amount of \$357.50 (for service from January 01 to March 31, 2021). The landlord submitted both bills into evidence.

The tenant said he paid the December 31, 2020 bill and that he did not pay the March 31, 2021 bill because the landlord did not provide a copy of that bill. The tenant agreed to pay the March 31, 2021 bill.

The landlord is claiming for unpaid rent of March 2021 in the amount of \$2,400.00. The landlord affirmed he served a 2 month notice to end tenancy for landlord's use (the 2 month notice) on December 17, 2020, the effective date was February 28, 2021 and the tenant abandoned the house on March 22, 2021. The landlord stated he cleaned the

2,400 square feet, 3 bedroom rental unit on March 22, 2021 and conducted a move out inspection without the tenant. The landlord claimed *per diem* rent from March 01 to 22, 2021 in the amount of \$1,625.891. The landlord could not sleep in the rental unit until April 01, 2021 because of the repairs and further cleaning needed, so the landlord amended his claim for unpaid rent for the entire month of March 2021 in the amount of \$2,400.00.

The tenant testified he did not pay March 2021 rent because he moved out on March 15, 2021. The tenant did not schedule a move out inspection and moved his belongings on March 15, 2021.

The landlord is claiming for living expenses in the amount of \$600.00. The landlord said that as the tenants did not move out of the rental unit by the effective date of the 2 month notice he rented a manufactured home site in March 2021 and paid \$600.00.

The landlord is claiming garbage removal expenses in the amount of \$399.77. The landlord affirmed the tenants did not remove all their belongings, so the landlord paid \$107.00 to insure his truck and \$47.00 to insure the trailer of his truck to transport the tenants' abandoned belongings to a landfill. The landlord stated he paid \$120.77 for the gasoline needed to drive the tenants' abandoned belongings to the landfill and \$125.00 for the landfill charges. The landlord submitted a photograph of truck and a trailer with old furniture, the insurance receipts and the gasoline receipts for a total of 89.79 litres of gasoline.

The tenant testified that when the tenancy ended, he did not remove a couch, a cabinet and a television stand from the rental unit.

The landlord is claiming floor replacement expenses in the amount of \$2,111.52. The landlord said the tenants damaged the kitchen, hallway and living room hardwood floor and the cost to replace the floor was \$14,000.00. The landlord's insurance covered \$12,000.00 and the landlord suffered a loss of \$2,000.00 and \$111.52 for the laminate cutter not covered by the insurance. The landlord submitted 3 photographs showing the damaged floor on April 23, 2021. The landlord submitted quotes for floor replacement in the amount of \$3,415.51, \$2,462.36 and \$2,239.96. The landlord affirmed the floor was 5 or 6 years old when the tenancy started and it was in good condition. Witness KS stated the tenants damaged the floor.

The tenant testified he did not damage the floor.

The landlord is claiming window coverings replacement expenses in the amount of \$554.83. The landlord said the tenants removed the drapes and blinds during the tenancy and he paid \$424.36 to purchase new drapes and \$130.47 for new blinds (receipts submitted into evidence).

The tenant affirmed he removed the drapes and blinds because they were old and had mould. The tenant did not inform the landlord about mould.

The landlord is claiming \$500.00 for the replacement of a couch and end table, as the tenants damaged these items. The landlord stated the cost to replace these items was higher than \$500.00. The landlord submitted a photograph of a damaged couch.

The tenant testified he did not damage the couch.

The landlord is claiming \$350.00 for the replacement of the stove, as the tenants damaged it. The landlord said the stove was about 5 years-old when the tenancy started and when the tenancy ended there were burn marks and the elements were not working. The landlord paid \$350.00 to replace the stove and submitted a receipt for this expense.

The tenant affirmed the stove was older than 5 years-old when the tenancy started and that he did not damage it.

The landlord is claiming \$141.96 for the deck repair expenses, as the tenants burned the deck and the landlord purchased soffit material in the amount of \$96.08 and paint in the amount of \$45.88 (receipts submitted). The landlord submitted into evidence photographs showing a damaged deck. The landlord claimed the amount of \$96.08 twice in the application by mistake.

The landlord is claiming \$107.82 for screen doors replacement expenses, as the tenants damaged the screen doors and the landlord spent \$107.82 to buy the materials necessary to replace them (receipts submitted).

The landlord is claiming \$33.53 for the smoke detector replacement, as the tenants removed the smoke detector (receipt submitted).

The landlord is claiming \$230.05 for painting expenses. The landlord stated the tenants damaged the walls of the rental unit and he paid \$177.08 for 12 gallons of paint and scratching material, \$18.67 for drywall mud, \$5.57 for sanding block, \$22.37 for primer and \$6.36 for wall patching product (receipts submitted). The landlord testified there were hundreds of large holes in the walls and submitted photographs.

The landlord is claiming \$36.94 for the replacement of two shower rods, as the tenants removed them (receipt submitted).

The landlord is claiming \$17.90 for a shovel purchased to remove dog feces left by the tenants (receipt submitted).

The landlord is claiming \$11.16 for the replacement of doorknobs, as the tenants removed them (receipt submitted).

The landlord is claiming \$12.32 for cleaning supplies (receipt submitted). The landlord said he purchased an oven cleaner and soap because the tenants did not clean the rental unit when the tenancy ended and he needed to use these products to clean the rental unit.

The landlord is claiming \$2,000.00 for his labour to paint, assemble the screen doors, repair the deck and clean the rental unit.

The landlord is claiming \$2,508.76 for windows replacement. The landlord affirmed the tenants deliberately damaged the windows and they cannot be repaired. The landlord submitted two photographs showing a part of the aluminum frames missing in the master bedroom and in the living room and a quote for the windows replacement in the amount claimed. Witness KS stated the windows are from 1978.

Witness KS testified the tenants caused extraordinary willful damage to the rental unit.

The landlord is claiming \$86.90 for registered mail and printing service, as he paid this amount to print the materials and mail them to the tenants.

The landlord is claiming legal expenses in the amount of \$168.00, as he consulted with a lawyer to obtain legal advice before submitting this application. The landlord said the tenants threatened to sue him.

The landlord is claiming \$200.00 for filing fees, as he paid the filing fee for this application and the filing fee of a prior application that was dismissed.

The total amount the landlord is claiming is \$13,266.32.

### Analysis

Section 7 of the Act states:

Liability for not complying with this Act or a tenancy agreement

(1) If a landlord or tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.

(2) A landlord or tenant who claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement must do whatever is reasonable to minimize the damage or loss.

Residential Tenancy Branch Policy Guideline 16 sets out the criteria which are to be applied when determining whether compensation for a breach of the Act is due. It states:

The purpose of compensation is to put the person who suffered the damage or loss in the same position as if the damage or loss had not occurred. It is up to the party who is claiming compensation to provide evidence to establish that compensation is due. In order to determine whether compensation is due, the arbitrator may determine whether:

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

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove the case is on the person making the claim.

### Utilities

Based on the landlord's undisputed testimony and the tenancy agreement, I find the tenants must pay utilities bills.

I find the landlord's testimony about the payment of the December 31, 2020 bill was more convincing than the tenant's testimony. I find the tenants did not pay the December 31, 2020 bill.

I find the tenants breached the tenancy agreement by not paying the utility bills dated December 31, 2020 and March 31, 2021 and the landlord suffered a loss of \$698.79.

As such, I award the landlord \$698.79. in compensation for this loss.

### Rent

I accepted the landlord's convincing uncontested testimony that he served the 2 month Notice and the effective date was February 28, 2021.

I find the landlord's testimony about the move out date was more convincing than the tenant's testimony. I find the tenancy ended on February 28, 2021, per section 44(1)(v) of the Act and tenants overheld the rental unit from February 28 to March 22, 2021.

I accept the landlord's uncontested testimony that the tenants must pay monthly rent of \$2,400.00 on the first day of the month and that the tenants did not pay rent in March 2021.

Section 57(3) of the Act states: "A landlord may claim compensation from an overholding tenant for any period that the overholding tenant occupies the rental unit after the tenancy is ended."

Residential Tenancy Branch Policy Guideline 3 states:

Section 44 of the RTA (section 37 of the MHPTA) sets out when a tenancy agreement will end. **A tenant is not liable to pay rent after a tenancy agreement has ended. If a tenant continues to occupy the rental unit or manufactured home site after the tenancy has ended (overholds), then the tenant will be liable to pay compensation for the period that they overhold pursuant to section 57(3) of the RTA** (section 50(3) of the MHPTA. This includes compensation for the use and occupancy of the unit or site on a per diem basis until the landlord recovers possession of the premises. In certain circumstances, a tenant may be liable to compensate a



landlord for other losses associated with their overholding of the unit or site, such as for loss of rent that the landlord would have collected from a new tenant if the overholding tenant had left by the end of the tenancy or for compensation a landlord is required to pay to new tenants who were prevented from taking occupancy as agreed due to the overholding tenant's occupancy of the unit or site.

(emphasis added)

Based on the landlord's undisputed testimony, I find the tenants are in arrears for overholding rent from March 01 to 22, 2021 in the amount of \$1,760.00 ( $\$2,400.00 / 30 \times 22$  days)

As such, I award the landlord \$1,760.00.

#### Living expenses

Based on the landlord's testimony, I find the landlord did not sufficiently explain how he suffered a loss because the tenants did not move out on the 2 month notice's effective date. The landlord did not provide details about his living expenses and did not submit a receipt for these expenses.

I find the landlord failed to prove, on a balance of probabilities, that he suffered a loss because the tenants did not comply with the Act or the tenancy agreement.

Thus, I dismiss the landlord's claim for living expenses.

#### Garbage removal

Section 37(2) of the Act states:

Leaving the rental unit at the end of a tenancy

37(2) When a tenant vacates a rental unit, the tenant must

(a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear

Residential Tenancy Branch Policy Guideline 1 states:

The tenant is generally responsible for paying cleaning costs where the property is left at the end of the tenancy in a condition that does not comply with that standard. The tenant is also generally required to pay for repairs where damages are caused, either deliberately or as a result of neglect, by the tenant or his or her guest. The

tenant is not responsible for reasonable wear and tear to the rental unit or site (the premises), or for cleaning to bring the premises to a higher standard than that set out in the Residential Tenancy Act.

Based on the testimony offered by the landlord, the tenant and witness KS and the photograph, I find the tenants breached section 37(2)(a) of the Act by failing to reasonably clean the rental unit and remove their belongings when the tenancy ended and the landlord incurred a monetary loss because of the tenants' failure to comply with the Act.

Based on the truck and trailer insurance receipts, I find the landlord proved, on a balance of probabilities, that he suffered a loss of \$107.00 for the truck insurance and \$47.00 for the trailer insurance.

I find the landlord failed to prove, on a balance of probabilities, that he needed to use 89.79 litres of gasoline to drive the tenants' belongings to the landfill. The landlord did not indicate how far the landfill is from the rental unit and how many trips he needed to do.

I find the landlord failed to prove, on a balance of probabilities, the expense of \$125.00 for the landfill charge, as the landlord did not submit a receipt for this expense. The landlord did not submit a detailed list of the items removed.

Thus, I award the landlord \$154.00 for garbage removal expenses.

### Floor

Section 32(3) of the Act states: "A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant."

Based on the convincing testimony offered by the landlord and witness KS, the photographs and the floor replacement quotes and receipt, I find the landlord proved, on a balance of probabilities, the tenants breached section 32(3) of the Act by damaging the floor and the landlord suffered a loss of \$2,111.52.

Based on the landlord's testimony, I find the hardwood floor was 6 years old when the tenancy started. Thus, when the tenancy ended the floor was 8 years old.

Residential Tenancy Branch Policy Guideline 40 states:

This guideline is a general guide for determining the useful life of building elements for considering applications for additional rent increases and determining damages which the director has the authority to determine under the Residential Tenancy Act and the Manufactured Home Park Tenancy Act . Useful life is the expected lifetime, or the acceptable period of use, of an item under normal circumstances.

Residential Tenancy Branch Policy Guideline 40 states the useful life of hardwood floor is 20 years. As the floor was 8 years old when the tenancy ended, I award the landlord 60% of the cost to replace the floor.

As such, I award the landlord compensation in the amount of \$1,266.91 (60% of \$2,111.52)

#### Window coverings

The tenant confirmed he removed the windows coverings from the rental unit.

Based on the testimony offered by both parties and the receipts, I find the landlord proved, on a balance of probabilities, the tenants breached section 32(3) of the Act by removing the windows coverings and the landlord suffered a loss of \$554.83.

I award compensation in the amount of \$554.83.

#### Couch and end table

Based on the landlord's convincing testimony and the photographs, I find the landlord proved, on a balance of probabilities, the tenants breached section 32(3) of the Act by damaging the couch and the end table and the landlord suffered a loss.

The landlord did not submit a receipt for the replacement cost for the couch and end table. I find the landlord's testimony about the cost to replace these items was vague. I find the landlord failed to prove, on a balance of probabilities, the amount of the loss suffered.

Thus, I dismiss the landlord's claim for couch and end table expenses.

### Stove

Based on the landlord's convincing testimony and the receipt, I find the landlord proved, on a balance of probabilities, the tenants breached section 32(3) of the Act by damaging the stove and the landlord suffered a loss of \$350.00.

I find the landlord's testimony about the age of the stove was more convincing than the tenant's testimony. I find the stove was 5 years old when the tenancy started. Thus, when the tenancy ended the stove was 7 years old.

Residential Tenancy Branch Policy Guideline 40 states the useful life of a stove is 15 years. As the stove was 7 years old when the tenancy ended, I award the landlord 53.33% of the cost to replace the stove.

As such, I award the landlord compensation in the amount of \$186.65 (53.33% of \$350.00)

### Deck repair

Based on the landlord's convincing testimony, the receipts and photographs, I find the landlord proved, on a balance of probabilities, the tenants breached section 32(3) of the Act by damaging the deck and the landlord suffered a loss of \$141.96.

I award compensation in the amount of \$141.96.

### Screen doors

Based on the landlord's convincing testimony and the receipts, I find the landlord proved, on a balance of probabilities, the tenants breached section 32(3) of the Act by damaging the screen doors and the landlord suffered a loss of \$107.82.

I award compensation in the amount of \$107.82.

### Smoke detector

Based on the landlord's convincing testimony and the receipt, I find the landlord proved, on a balance of probabilities, the tenants breached section 32(3) of the Act by removing the smoke detector and the landlord suffered a loss of \$33.53.

I award compensation in the amount of \$33.53.

## Painting

Residential Tenancy Branch Policy Guideline 1 states:

### Nail Holes:

1. Most tenants will put up pictures in their unit. The landlord may set rules as to how this can be done e.g. no adhesive hangers or only picture hook nails may be used. If the tenant follows the landlord's reasonable instructions for hanging and removing pictures/mirrors/wall hangings/ceiling hooks, it is not considered damage and he or she is not responsible for filling the holes or the cost of filling the holes.

**2. The tenant must pay for repairing walls where there are an excessive number of nail holes, or large nails, or screws or tape have been used and left wall damage.**

**3. The tenant is responsible for all deliberate or negligent damage to the walls.**

### PAINTING

The landlord is responsible for painting the interior of the rental unit at reasonable intervals. The tenant cannot be required as a condition of tenancy to paint the premises.

**The tenant may only be required to paint or repair where the work is necessary because of damages for which the tenant is responsible.**

Based on the landlord's convincing testimony, photographs and the receipts, I find the landlord proved, on a balance of probabilities, the tenants breached section 37(2)(a) of the Act by failing to paint the damaged walls and the landlord incurred a loss of \$230.05.

I find that one hundred large holes are excessive. I find the photographs submitted show large holes in the walls.

Thus, I award the landlord \$230.05.

## Shower rods

Based on the landlord's convincing testimony and the receipt, I find the landlord proved, on a balance of probabilities, the tenants breached section 32(3) of the Act by removing the two shower rods and the landlord suffered a loss of \$36.94.

I award compensation in the amount of \$36.94.

Shovel

Based on the landlord's convincing testimony and the receipt, I find the landlord proved, on a balance of probabilities, the tenants breached section 37(2)(a) of the Act by not cleaning the feces and the landlord suffered a loss of \$17.90.

I award compensation in the amount of \$17.90.

Doorknobs

Based on the landlord's convincing testimony and the receipt, I find the landlord proved, on a balance of probabilities, the tenants breached section 32(3) of the Act by removing the doorknobs and the landlord suffered a loss of \$11.16.

I award compensation in the amount of \$11.16.

Cleaning supplies

Based on the landlord's convincing testimony and the receipt, I find the landlord proved, on a balance of probabilities, the tenants breached section 37(2)(a) of the Act by not cleaning the rental unit the landlord suffered a loss of \$12.32.

I award compensation in the amount of \$12.32.

Labour

Based on the landlord's testimony, I find the landlord proved, on a balance of probabilities, the tenants breached sections 32(3) and 37(2)(a) of the Act by not painting the damaged walls, removing the screen doors, not repairing the deck and not cleaning the rental unit when the tenancy ended and the landlord incurred a loss.

I find the landlord failed to prove, on a balance of probabilities, the value of his loss. The landlord's testimony was vague. The landlord did not specify how many hours he worked to repair and clean the rental unit.

I dismiss the landlord's claim for labour compensation.

Windows

Based on the testimony offered by the landlord and witness KS, the photographs and the quotes submitted into evidence, I find the landlord proved, on a balance of probabilities, the tenants breached section 32(3) of the Act by not repairing the damaged aluminum windows and the landlord suffered a loss of \$2,508.76.

Based on the testimony offered by witness KS, I find the windows were 41 years old when the tenancy ended.

Residential Tenancy Branch Policy Guideline 40 states the useful life of aluminum windows is 20 years.

The Policy Guideline is a guidance to interpret the Act. The tenants are responsible for the damage caused to the rental unit windows despite the windows being beyond their useful life.

Residential Tenancy Branch Policy Guideline 01 states:

The tenant is also generally required to pay for repairs where damages are caused, either deliberately or as a result of neglect, by the tenant or his or her guest. The tenant is not responsible for reasonable wear and tear to the rental unit or site (the premises)<sup>2</sup>, or for cleaning to bring the premises to a higher standard than that set out in the Residential Tenancy Act or Manufactured Home Park Tenancy Act (the Legislation).

Reasonable wear and tear refers to natural deterioration that occurs due to aging and other natural forces, where the tenant has used the premises in a reasonable fashion. An arbitrator may determine whether or not repairs or maintenance are required due to reasonable wear and tear or due to deliberate damage or neglect by the tenant.

Considering the age of the windows when the tenancy ended and the damages caused by the tenants, I find it reasonable to consider that this damage goes beyond regular wear and tear and award the landlord \$250.00 for windows replacement expenses.

As such, I award the landlord compensation in the amount of \$250.00.

Registered mail, printing and attorney expenses

The cost of prints needed to serve the application, registered mail and attorney expenses are litigation costs not recoverable under the Act.

Thus, I dismiss the landlord's claim for compensation for the costs of prints, registered mail and attorney expenses.

Filing fees

Section 72(1) of the Act provides that an Arbitrator may award one party recovery of the filing fee from the other party.

As the landlord was successful, I award the recovery of the filing fee paid for this application in the amount of \$100.00. Filing fees paid for other applications are not recoverable in this application.

Deposit and summary

As explained in section D.2 of Policy Guideline #17, the Residential Tenancy Act provides that where an arbitrator orders a party to pay any monetary amount or to bear all or any part of the cost of the application fee, the monetary amount or cost awarded to a landlord may be deducted from the security deposit held by the landlord and the monetary amount or cost awarded to a tenant may be deducted from any rent due to the landlord.

I order the landlord to retain the tenants' deposit of \$1,200.00 in partial satisfaction of the monetary award.

In summary, the landlord is entitled to:

<b>Expenses</b>	<b>\$</b>
Utilities	698.79
Unpaid rent	1,760.00
Garbage removal	154.00
Floor	1,266.91
Windows coverings	554.83
Stove	186.65
Deck repair	141.96
Screen doors	107.82
Smoke detector	33.53
Painting	230.05
Shower rods	36.94
Shovel	17.9
Doorknobs	11.16
Cleaning supplies	12.32
Windows	250.00
Filing fee	100.00
Subtotal	5,562.86



Minus deposit	1,200.00
<b>Total</b>	<b>4,362.86</b>

Conclusion

Pursuant to sections 26, 38, 67 and 72 of the Act, I authorize the landlord to retain the \$1,200.00 deposit and grant the landlord a monetary order in the amount of \$4,362.86.

The landlord is provided with this order in the above terms and the tenants must be served with this order in accordance with the Act. Should the tenants fail to comply with this order, this order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

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

Dated: January 27, 2022

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Residential Tenancy Branch