



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S, FFL

Introduction

On February 21, 2021, the Landlord made an Application for a Dispute Resolution Proceeding seeking a Monetary Order for compensation pursuant to Section 67 of the *Residential Tenancy Act* (the “*Act*”), seeking to apply the security deposit towards that debt pursuant to Section 67 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

On March 3, 2021, this Application was originally set down to be heard on July 9, 2021. This Application was subsequently adjourned twice, for reasons set forth in the Interim Decisions dated July 12, 2021 and October 15, 2021. This Application was then set down for a final, reconvened hearing on February 22, 2022 at 9:30 AM.

The Landlord attended the final, reconvened hearing; however, the Tenant did not make an appearance at any point during the 35-minute teleconference. At the outset of the hearing, I informed the Landlord that recording of the hearing was prohibited and he was reminded to refrain from doing so. He acknowledged this term, and he provided a solemn affirmation.

As per the Interim Decision dated July 12, 2021, I have accepted the Landlord’s evidence and will consider it when rendering this Decision.

Furthermore, as per that Interim Decision, the Tenant was provided another opportunity to serve his evidence. However, as per the Interim Decision dated October 15, 2021, the Tenant failed to serve his evidence to the Landlord in accordance with the original Interim Decision. As such, the Tenant’s evidence has been excluded and will not be considered when rendering this Decision.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

- Is the Landlord entitled to a Monetary Order for compensation?
- Is the Landlord entitled to apply the security deposit towards this debt?
- Is the Landlord entitled to recover the filing fee?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

Both parties agreed that the tenancy started on April 1, 2011 and that the tenancy ended on or around the end of February 2021. Rent was established at \$800.00 per month and as of September 1, 2019, it was due on the first day of each month. A security deposit of \$200.00 was also paid.

All parties agreed that neither a move-in inspection report nor a move-out inspection report were conducted. As well, all parties agreed that the Tenant never provided his forwarding address in writing to the Landlord, and that the only way the Landlord discovered this is because he had the Tenant followed. The Tenant acknowledged that he surrendered the security deposit.

- 1) The Landlord advised that he is seeking compensation in the amount of **\$129.24** because the Tenant did not clean the blinds and that three of the mechanisms were broken. He stated that the blinds were original at the start of the tenancy. He did not submit pictures to support the damage; however, he did refer to an invoice to corroborate the cost to fix this issue.

The Tenant advised that he cleaned the blinds during the tenancy. He confirmed that one of the rods to the blinds was lost and one was broken in half. He stated that he then purchased new blinds.

- 2) The Landlord advised that he is seeking compensation in the amount of **\$197.49** because the Tenant did not clean the carpet at the end of the tenancy. He testified that it was obvious that the Tenant had been eating on the carpet as food was caked on it, that there was a "layer of goo", and that it was left black, "destroyed", and with burn marks. He stated that he attempted to clean it four times, but a carpet cleaning company informed him that it was not salvageable. He stated that the carpet was 14 years old. He referenced the pictures and videos to support the condition of the carpet at the end of tenancy, as well as the invoice submitted for the cost of the carpet cleaning.

The Tenant advised that he did not smoke and that his son smoked outside only. He denied that there were burn marks on the carpet. He stated that the carpet was not plush and that it was the type of carpet that was difficult to clean; however, he always vacuumed. As well, he stated that he spilled pop on the carpet and attempted to clean it with a chemical.

- 3) The Landlord advised that he is seeking compensation in the amount of **\$433.13** because the Tenant did not clean the rental unit at the end of the tenancy. He submitted that the walls were dirty, that food was left in the cabinets, that there was residue on the baseboards, that there was mould on the windows, and that appliances had to be moved for adequate cleaning. He referenced pictures submitted to illustrate the condition of the rental unit. As well, he stated that it took two cleaners six hours to return the rental unit to a re-rentable state, and he included the invoice of the cleaning to support this cost.

The Tenant advised that he has a physical disability which prevented him from using both arms, and he had a friend help him clean. He stated that he did not leave anything in the cupboards and that he vacuumed. He acknowledged that he did not clean behind the fridge, but he did pull out the stove. He stated that he "did the best he could."

- 4) The Landlord advised that he is seeking compensation in the amount of **\$1,300.00** because the Tenant left a "dirty film" and red residue on the walls and/or baseboards. As well, the walls were scratched and that it appeared as if

the Tenant attempted to clean the walls with something; however, this left a green stain. He stated that there was mould and cobwebs on the baseboards, that there was a smell in the rental unit, and that the residue on the walls and door had to be sanded. Then, the rental unit required repainting. He stated that the rental unit was last painted in 2009 and he cited an invoice submitted to support the cost of this work.

The Tenant confirmed that the green marks on the walls were due to his use of a Mr. Clean product. He confirmed that his daughter drew on the walls and that his friend "dinged" the wall when moving in.

- 5) The Landlord advised that he is seeking compensation in the amount of **\$813.00** because the fridge was not functioning at the end of the tenancy. He stated that the back of the fridge was stuffed with garbage, the coils were dirty, and that this caused the fan to stop working. He also stated that the Tenant ripped off the brand badges on the fridge. He referenced the pictures and the videos submitted to substantiate this damage. He stated that the fridge was 14 years old, and he submitted an invoice for the cheapest, comparable fridge that he could find.

The Tenant advised that he cleaned the fridge during the tenancy and that the brand badges fell off. He confirmed that he put hockey stickers on the fridge, and he stated that the fridge was operational at the end of the tenancy.

- 6) The Landlord advised that he is seeking compensation in the amount of **\$720.00** because parts of the oven and stovetop were not working at the end of the tenancy and that the control board was "fried". He stated that the cleaning company refused to touch the fridge or stove. He referenced the pictures submitted of the condition of the stove and he stated that a repair person quoted him approximately \$500.00 to repair it. Given that it was already 14 years old, it made more sense to get a new stove. He referenced the invoice submitted to support the cost of this new appliance.

The Tenant advised that the element to the stove stopped working about two to three years ago and that the Landlord fixed this. However, the element blew again in mid-2020 and the Landlord informed him that it was his responsibility to fix. He stated that this element broke through the regular course of use.

- 7) The Landlord advised that he is seeking compensation in the amount of **\$200.48** because the hood fan was not working anymore and there were no functioning bulbs in it. He stated that the motor was “shorted” and that an outlet for the fan was changed and that wires were sticking out as if this was tampered with. He indicated that the fan was 14 years old, and he submitted the invoice for the cost of this replacement fan.

The Tenant advised that the fan was working at the end of the tenancy, and he denied touching the wiring.

- 8) The Landlord advised that he is seeking compensation in the amount of **\$1,050.00** because the carpet needed to be replaced. He stated that the carpet company informed him that this was the worst carpet condition that they have seen. He referred to the pictures and videos to demonstrate the condition and burn marks in the carpet. He stated that the carpet was 14 years old, and he provided an invoice for the cost to replace it.

The Tenant acknowledged that he surrendered the security deposit. He stated that the carpet would not be brand new as he lived there for nine years. As well, he indicated that the deterioration of the carpet was due to wear and tear, and that “stuff happens”.

- 9) At the reconvened hearing of October 15, 2021, the Landlord advised that he is seeking compensation in the amount of **\$97.99** because the Tenant cracked the base of the toilet, which caused a water leak. As well, the top of the tank was missing. He referenced pictures of this damage and he cited the invoice to support the cost of the toilet. He stated that the toilet was 14 years old.

The Tenant did not make any submissions with respect to this issue as he had not called into the hearing at this point.

- 10) The Landlord advised that he is seeking compensation in the amount of **\$275.00** because the bathroom cabinet was wet, broken, and destroyed by water damage and mould. It appeared as if the Tenant appeared to spray something green to attempt to clean this area. He stated that he forgot to submit an invoice for the cost of this repair.

The Tenant did not make any submissions with respect to this issue as he had not called into the hearing at this point.

- 11) The Landlord advised that he is seeking compensation in the amount of **\$115.14** because the window locks were broken. He submitted pictures of this damage as well as the invoice for the cost to repair it.

The Tenant advised that he only opened specific windows and that he never noticed that any window locks were broken.

- 12) The Landlord advised that he is seeking compensation in the amount of **\$65.40** because most of the bulbs for the ceiling light were missing as the Tenant had taken them. He submitted pictures of this light as well as the invoice for the cost to replace the bulbs.

The Tenant confirmed that some bulbs were burnt out, that he had trouble changing them, that this was a cosmetic issue, and that he was not aware that he was responsible for replacing them.

- 13) The Landlord advised that he is seeking compensation in the amount of **\$31.99** because the Tenant broke the thermostat off the wall and left it hanging there. He submitted the invoice as the cost to replace it.

The Tenant advised that there was no heat before he moved out and that he did not bring this issue up with the Landlord because it was his belief that the Landlord would blame him for breaking the thermostat. He denied that it was hanging off the wall as he did not touch the thermostat.

- 14) The Landlord advised that he is seeking compensation in the amount of **\$17.98** because every electrical outlet was broken, and plugs would simply slide out when plugged in. Every outlet needed to be replaced and he submitted an invoice to support this cost. However, pictures were not submitted to demonstrate this damage.

The Tenant advised that the plugs were fine; however, one plug by the door may have been a problem. He reiterated that the rental unit was 14 years old.

- 15) The Landlord advised that he is seeking compensation in the amount of **\$16.16** because the electrical switches were abused, dirty, and broken. Many would not turn on or off and were sparking. He submitted an invoice for the cost to replace these.

The Tenant questioned how the switches could be abused. He stated that they all worked and did not spark; however, he confirmed that one switch behind the microwave did not work.

- 16) The Landlord advised that he is seeking compensation in the amount of **\$5.97** on his Application, but he indicated in the hearing that he was no longer seeking compensation for this issue.

- 17) The Landlord advised that he is seeking compensation in the amounts of **\$17.98** and **\$12.46** for the cost to replace the plates around the plugs and switches. He submitted an invoice to support these replacement costs.

The Tenant did not make any submissions with respect to these claims as it was his belief that these were cosmetic issues.

- 18) The Landlord advised that he is seeking compensation in the amount of **\$275.00** because the Tenant was provided with a brand new \$1,400.00 wardrobe at the start of the tenancy. However, the doors and the rods were broken at the end of the tenancy, and this was supported by a picture submitted as documentary evidence. There was no documented condition of this wardrobe at the beginning of the tenancy. He stated that he purchased a used, replacement wardrobe for \$275.00.

The Tenant advised that he attempted to fix the drawers of the wardrobe and he stated that "maybe [his] stuff was too heavy." As well, he stated that "stuff happens over a long period of time."

- 19) The Landlord advised that he is seeking compensation in the amount of **\$400.00** because the entire bathroom was mouldy due to water damage, and he referenced pictures submitted to support this position. He stated that it took four days to mud, tape, and sand this area. He did not submit an invoice to corroborate this cost.

The Tenant advised that the cause of the leak was from under the sink and that he did not notice this until he saw water on the floor approximately three months prior to moving out. He stated that he did not inform the Landlord of this issue as he was concerned that he would be blamed for it. He was unsure if he was responsible for this leak or not.

The Landlord referenced a picture where the Tenant sprayed something green on the wall and there was lots of mould that was visible. He questioned how long this had been visible as well, he indicated that in one picture outside the bathroom, this would have been visible for years. It is his belief that the Tenant was aware of this issue for a substantial time and by not informing the Landlord of the problem, the Tenant is negligent.

The Tenant testified that he purchased caulking and that he attempted to fix the issue, but he did not know how, and this did not fix the problem. As well, he indicated that he took measurements for the cabinet, but he was not able to fix it before he was evicted. He also contradictorily stated that he observed this leak issue approximately four or five months prior to the end of the tenancy.

20) At the final, reconvened hearing, the Landlord advised that he is seeking compensation in the amount of **\$475.00** for the cost of a plumber to reattach the toilet, sink, pipes, and cabinet. He did not submit an invoice for this work as he was not provided one because this was done as a favour. However, he indicated that the work took the entire day.

The Tenant was not present at the final, reconvened hearing to make submissions on this issue.

21) The Landlord advised that he is seeking compensation in the amount of **\$24.16** for the cost of moulding that needed to be replaced. He referenced the pictures and invoices submitted to support this position.

The Tenant was not present at the final, reconvened hearing to make submissions on this issue.

22) The Landlord advised that he is seeking compensation in the amount of **\$82.98** for the cost of repairing the broken areas of the washroom. He submitted pictures and invoices to support this claim.

The Tenant was not present at the final, reconvened hearing to make submissions on this issue.

- 23) The Landlord advised that he is seeking compensation in the amount of **\$9.28** for the cost of connecting moulding in the bathroom that was ripped off. He submitted pictures and an invoice to support this claim.

The Tenant was not present at the final, reconvened hearing to make submissions on this issue.

- 24) The Landlord advised that he is seeking compensation in the amounts of **\$23.98** for the cost of replacing a towel bar and **\$17.98** for the cost of a toilet paper holder that was broken. He submitted pictures and an invoice to support this claim.

The Tenant was not present at the final, reconvened hearing to make submissions on this issue.

- 25) The Landlord advised that he is seeking compensation in the amount of **\$4.70** for the cost of silver tape for replacing the hood fan. He submitted pictures and an invoice to support this claim.

The Tenant was not present at the final, reconvened hearing to make submissions on this issue.

- 26) The Landlord advised that he is seeking compensation in the amount of **\$12.96** for the cost of light bulbs for the new hood fan. He submitted pictures and an invoice to support this claim.

The Tenant was not present at the final, reconvened hearing to make submissions on this issue.

- 27) The Landlord advised that he is seeking compensation in the amount of **\$33.59** because the Tenant broke the stopper for the bathtub drain and the plumber could not fix this. The Landlord purchased a special tool and fixed this issue. He submitted pictures and an invoice to support this claim.

The Tenant was not present at the final, reconvened hearing to make submissions on this issue.

- 28) The Landlord advised that he is seeking compensation in the amounts of **\$24.36** and **\$30.12** for the costs of a bathtub drain and bathtub installer kit. He submitted pictures and an invoice to support these claims.

The Tenant was not present at the final, reconvened hearing to make submissions on this issue.

- 29) Finally, the Landlord advised that he is seeking compensation in the amount of **\$1,600.00** for rent for March and April 2021 because it took him almost two months to repair and clean the rental unit to prepare it for re-rental. He stated that he installed new carpet, new drywall, and a new cabinet. He then clarified that he received vacant possession of the rental unit on or around February 11, 2021, that the Tenant did not pay February 2021 rent, and that he is actually seeking compensation for February and March 2021 rent only as he managed to re-rent the unit on April 1, 2021.

The Tenant was not present at the final, reconvened hearing to make submissions on this issue.

Analysis

Upon consideration of the testimony before me, I have provided an outline of the following Sections of the *Act* that are applicable to this situation. My reasons for making this Decision are below.

Section 23 of the *Act* states that the Landlord and Tenant must inspect the condition of the rental unit together on the day the Tenant is entitled to possession of the rental unit or on another mutually agreed upon day.

Section 35 of the *Act* states that the Landlord and Tenant must inspect the condition of the rental unit together before a new tenant begins to occupy the rental unit, after the day the Tenant ceases to occupy the rental unit, or on another mutually agreed upon day. As well, the Landlord must offer at least two opportunities for the Tenant to attend

the move-out inspection.

Section 21 of the *Residential Tenancy Regulations* (the “*Regulations*”) outlines that the condition inspection report is evidence of the state of repair and condition of the rental unit on the date of the inspection, unless either the Landlord or the Tenant have a preponderance of evidence to the contrary.

Sections 24(2) and 36(2) of the *Act* state that the right of the Landlord to claim against a security deposit or pet deposit for damage is extinguished if the Landlord does not complete the condition inspection reports in accordance with the *Act*.

Section 32 of the *Act* requires that the Landlord provide and maintain a rental unit that complies with the health, housing and safety standards required by law and must make it suitable for occupation. As well, the Tenant must repair any damage to the rental unit that is caused by their negligence.

Section 67 of the *Act* allows a Monetary Order to be awarded for damage or loss when a party does not comply with the *Act*.

As the consistent and undisputed evidence is that neither a move-in inspection report nor a move-out inspection report was conducted, I am satisfied that the Landlord did not complete these reports in accordance with the *Act*. As such, I find that the Landlord has extinguished the right to claim against the deposit.

Furthermore, Section 38 of the *Act* outlines how the Landlord must deal with the security deposit at the end of the tenancy. With respect to the Landlord’s claim against the Tenant’s deposit, Section 38(1) of the *Act* requires the Landlord, within 15 days of the end of the tenancy or the date on which the Landlord receives the Tenant’s forwarding address in writing, to either return the deposit in full or file an Application for Dispute Resolution seeking an Order allowing the Landlord to retain the deposit. If the Landlord fails to comply with Section 38(1), then the Landlord may not make a claim against the deposit, and the Landlord must pay double the deposit to the Tenant, pursuant to Section 38(6) of the *Act*.

While the parties’ submissions of when the tenancy ended are contradictory, I am satisfied that the tenancy ended in February 2021 at some point. Given that the Landlord was never provided with the Tenant’s forwarding address in writing, there was no obligation for the Landlord to do anything with the deposit. Furthermore, while the

Landlord did find the Tenant's new address and made this Application, despite extinguishing his right to claim against the deposit, as the Tenant acknowledged that he surrendered the security deposit, I do not find that the doubling provisions apply to the security deposit in this instance.

With respect to the Landlord's claims for damages, when establishing if monetary compensation is warranted, I find it important to note that Policy Guideline # 16 outlines that when a party is claiming for compensation, "It is up to the party who is claiming compensation to provide evidence to establish that compensation is due", that "the party who suffered the damage or loss can prove the amount of or value of the damage or loss", and that "the value of the damage or loss is established by the evidence provided."

As noted above, 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. When establishing if monetary compensation is warranted, it is up to the party claiming compensation to provide evidence to establish that compensation is owed. In essence, to determine whether compensation is due, the following four-part test is applied:

- Did the Tenant fail to comply with the *Act*, regulation, or tenancy agreement?
- Did the loss or damage result from this non-compliance?
- Did the Landlord prove the amount of or value of the damage or loss?
- Did the Landlord act reasonably to minimize that damage or loss?

In addition, when two parties to a dispute provide equally plausible accounts of events or circumstances related to a dispute, the party making the claim has the burden to provide sufficient evidence over and above their testimony to establish their claim. Given the somewhat contradictory testimony and positions of the parties, I must also turn to a determination of credibility. I have considered the parties' testimonies, their content and demeanour, as well as whether it is consistent with how a reasonable person would behave under circumstances similar to this tenancy.

When reviewing the totality of the evidence before me, despite the Landlord not conducting either a move-in or a move-out inspection report, I am satisfied of the Landlord's evidence with respect to the condition that the rental unit was returned at the end of the tenancy. I find it unlikely that the rental unit was provided to the Tenant, at the start of the tenancy, in the same condition that it was returned at the end of the

tenancy. As such, I find it more likely than not that the Tenant was responsible for the damages to the rental unit.

With respect to the Landlord's claim for compensation in the amount of \$129.24 for the cost of cleaning the blinds and three broken mechanisms, I note that Policy Guideline # 40 outlines that the approximate useful life of blinds is 10 years. Given that the Landlord acknowledged that the blinds were original at the start of the tenancy, I am satisfied that they were likely at or near the end of their useful life anyways and that the Landlord would have been required to replace these soon regardless. However, as the Tenant confirmed that he lost and broke pieces during the tenancy, I find that he likely contributed to the reduced useful life of the blinds. While the Tenant claimed to have purchased new blinds, I do not find that he has provided any documentary evidence to corroborate this. As I am satisfied that the Tenant was partially responsible for the degradation of the useful life of the blinds, even though they were likely near the end of their useful life, I find that the Tenant is responsible for a portion of this claim. Consequently, I grant the Landlord a monetary award of **\$30.00**, which I determine to be equivalent to the loss of value of the remaining useful life of the blinds.

Regarding the Landlord's claims for compensation for items 2, 3, 9-15, and 17-28, I am satisfied that these items were due to the Tenant's negligence. As such, I grant the Landlord a monetary award for the total amount requested. The individual amounts for these claims will be outlined in the table below.

With respect to the Landlord's claim for compensation for item 4 of painting, in the amount of \$1,300.00, I note that Policy Guideline # 40 outlines that the approximate useful life of interior paint is 4 years. Given that the Landlord acknowledged that the rental unit was last painted in 2009, I am satisfied that the useful life of the paint had long expired, and the rental unit was likely due to be painted regardless. However, as the Tenant acknowledged being responsible for some damage, which I can reasonably infer required extra labour by the painter to prepare for repainting, I find that the Tenant is responsible for **\$300.00**.

Regarding the Landlord's claim for compensation for item 5 of replacement of the fridge, in the amount of \$813.00, I note that Policy Guideline # 40 outlines that the approximate useful life of a fridge is 15 years. Given that the Landlord acknowledged that the existing fridge was 14 years old, I am satisfied that this appliance was nearing the end of its useful life. However, due to the clear damage to the fridge, I am satisfied that the

Tenant contributed to this requiring replacement early. As such, I grant the Landlord a monetary award in the amount of **\$55.00** for the remaining useful life of that appliance.

With respect to the Landlord's claim for compensation for item 6 of replacement of the stove, in the amount of \$720.00, I note that Policy Guideline # 40 outlines that the approximate useful life of a stove is 15 years. Given that the Landlord acknowledged that the existing stove was 14 years old, I am satisfied that this appliance was nearing the end of its useful life. However, due to the condition of the stove, I am satisfied that the Tenant contributed to this requiring replacement early. As such, I grant the Landlord a monetary award in the amount of **\$48.00** for the remaining useful life of that appliance.

Regarding the Landlord's claim for compensation for item 7 of replacement of the hood fan, in the amount of \$200.48, Policy Guideline # 40 does not indicate an approximate useful life of this item. However, I am satisfied that the Tenant likely contributed to the deterioration of this item. As the hood fan was already 14 years old and likely required replacing soon anyways, I grant the Landlord a monetary award in the amount of **\$15.00** to satisfy this claim.

With respect to the Landlord's claim for compensation for item 8 of replacement of the carpet, in the amount of \$1,050.00, I note that Policy Guideline # 40 outlines that the approximate useful life of a carpet is 10 years. Given that the Landlord acknowledged that the existing carpet was 14 years old, I am satisfied that the carpet had exceeded its useful life anyways and was likely due to be replaced regardless. As such, I dismiss this claim in its entirety.

Finally, regarding the Landlord's claims for compensation in the amount of unpaid rent for February and March 2021, I am satisfied from the undisputed evidence that the Tenant did not pay February 2021 rent. Furthermore, I am satisfied from the evidence submitted that the Tenant left the rental unit in an unacceptable condition at the end of tenancy, and it took the Landlord a considerable amount of time to return it to a re-rentable state. As such, I find that the Landlord was unable to rent the unit in March 2021 due to the Tenant's negligence. As such, I grant the Landlord a monetary award in the amount of **\$1,600.00** to remedy this matter.

As the Landlord was partially successful in these claims, I find that the Landlord is entitled to recover the \$100.00 filing fee paid for this Application. Under the offsetting provisions of Section 72 of the *Act*, I allow the Landlord to retain the security deposit in partial satisfaction of these claims.

Pursuant to Sections 38, 67, and 72 of the *Act*, I grant the Landlord a Monetary Order as follows:

Calculation of Monetary Award Payable by the Tenants to the Landlord

Item	Amount
Blinds	\$30.00
Carpet cleaning	\$197.49
Cleaning	\$433.13
Painting	\$300.00
Replacement fridge	\$55.00
Replacement stove	\$48.00
Replacement hood fan	\$15.00
Replacement toilet	\$97.99
Replacement cabinet	\$275.00
Window locks	\$115.14
Ceiling light bulbs	\$65.40
Thermostat	\$31.99
Outlets	\$17.98
Switches	\$16.16
Plugs	\$17.98
Wardrobe	\$275.00
Mould restoration	\$400.00
Plumber labour	\$475.00
Door moulding	\$24.16
Broken washroom items	\$82.98
Washroom moulding	\$9.28
Towel bar	\$23.98
Toilet paper holder	\$17.98
Silver tape	\$4.70
Hood fan bulbs	\$12.96
Bathtub drain repair and parts	\$88.07
February and March 2021 rent	\$1,600.00
Recovery of Filing Fee	\$100.00
Security deposit	-\$200.00
Total Monetary Award	\$4,630.37

Conclusion

I provide the Landlord with a Monetary Order in the amount of **\$4,630.37** in the above terms, and the Tenant must be served with **this Order** as soon as possible. Should the Tenant 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: March 23, 2022

Residential Tenancy Branch