



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFT, MNDCT, MNRT / MNR-DR, FFL

Introduction

This hearing dealt with two applications pursuant to the *Residential Tenancy Act* (the “**Act**”). The landlord’s application for:

- authorization to retain all or a portion of the tenants’ security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- a monetary order for unpaid rent in the amount of \$35,000 pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenants pursuant to section 72.

And the tenants’ application for:

- a monetary order for the cost of emergency repairs to the rental unit in the amount of \$200 pursuant to section 33;
- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement in the amount of \$35,000 pursuant to section 67; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

This matter was reconvened from a prior hearing on October 15, 2022. I issued an interim decision setting out the reasons for the adjournment that same date (the “**Interim Decision**”). This decision should be read in conjunction with Interim Decision.

In the Interim Decision, I granted the landlord leave to amend his application to increase the amount of monetary order sought. On November 7, 2021, he submitted an amendment to the Residential Tenancy Branch (the “**RTB**”) amending his application to increase the amount of the monetary order sought from \$2,100 to \$35,000.

The tenants did not attend this hearing, although I left the teleconference hearing connection open until 2:38 pm in order to enable the tenants to call into the hearing scheduled to start at 1:30 pm. The landlord attended the hearing and was given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Dispute Resolution Proceeding. I used the teleconference system to confirm that the landlord and I were the only ones who had called into the hearing.

The notice of reconvened hearing was sent to the parties by the residential tenancy branch on October 18, 2021 in accordance with the methods specified by the parties at the October 15, 2021 hearing. The landlord testified that he served in tenants with the amendment to his application via registered mail on December 1, 2021 to the address or service provided by the tenants at the October 15, 2021 hearing. He provided registered mail tracking numbers confirming this mailing. I find that they have been served in accordance with the Act.

I am satisfied that the tenants are aware, or ought to be aware, of this hearing and of the landlord's amendment. I proceeded with the hearing in their absence.

Preliminary Issue – Tenants' Non-Attendance

Rule of Procedure 6.6 states:

6.6 The standard of proof and onus of proof

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 their case is on the person making the claim. In most circumstances this is the person making the application.

As the tenants failed to attend the hearing, I find that they have failed to discharge their evidentiary burden to prove they are entitled to the relief sought. As such, I dismiss their application, in its entirety, without leave to reapply.

Issues to be Decided

Is the landlord entitled to a monetary order for \$35,000;

Background and Evidence

While I have considered the documentary evidence and the testimony of the landlord, not all details of his submissions and arguments are reproduced here. The relevant and important aspects of the landlord's and my findings are set out below.

The landlord, the tenants, and a third individual ("DB") entered into a verbal tenancy agreement starting January 1, 2021. Monthly rent was \$2,100 and was payable on the first of each month. The tenants and DB paid the landlord a security deposit of \$1,050. In March 2021, DB advised the landlord that he could no longer live with the tenants due to their conduct. DB left the rental unit and the tenants remained. The landlord testified that monthly rent remained at \$2,100. The landlord returned \$425 of the security deposit to DB (representing the half of the security deposit that DB paid, less a

deduction of \$100 which DB agreed to in writing). The landlord submitted a note dated March 28, 2021 into evidence confirming the return of this amount from DB. The landlord testified he holds \$525 of the security deposit in trust for the tenants.

At the October 15, 2021 hearing, the parties did not mention DB. However, at that hearing (which the tenants attended) the tenants confirmed that their monthly rent was \$2,100.

The tenants vacated the rental unit on August 30, 2021 when they were removed from the rental unit by a bailiff pursuant to an order of possession issued following a hearing before another arbitrator on August 17, 2021.

The landlord submitted a monetary order worksheet with his amendment, which describes the landlord's monetary claim as follows:

Description	Amount
Unpaid rent	\$8,325.00
Cleaning and dump fees	\$3,043.94
Bailiff Costs	\$3,655.33
Landlord's Travel Expense	\$2,394.37
Floor replacement	\$3,469.08
Repair and paint walls	\$3,741.41
Miscellaneous damage repairs	\$1,305.04
Mosaic removal	\$1,200.00
Damages for breach of contract	\$4,900.00
Loss of landlord's earnings	\$3,000.00
Total	\$35,034.17

The landlord testified that he conducted a move-in condition inspection report at the start of the tenancy. However, he did not submit a copy of it into evidence. He did not submit pictures into evidence of the condition of the rental unit prior to the tenants moving in. He testified that the rental unit was "in good shape" and that he had renovated the rental unit two years before the tenants moved in. He testified that the washer and dryer were new at the time the tenants moved in.

The landlord called the former property manager ("**NT**") as a witness. NT testified that prior to the tenants moving in, she was the property manager of the rental unit. She testified that she continues to act as property manager for the unit located above the rental unit. She testified that when the prior occupants of the rental unit vacated the rental unit, she conducted a move-out condition inspection of the rental unit and saw that it was "in excellent condition" and was "move in ready".

NT testified that during the tenancy, she received numerous complaints from the occupants of the upper unit about the conduct of the tenants. In particular, she recalled that she received complaints that the tenants were “burning things” inside the unit.

The landlord’s monetary claim is comprised of 10 individual claims. I will address each in turn.

1. Unpaid Rent

The landlord claimed that the tenants were \$8,325 in rental arrears. In support of this he submitted a number of receipts into evidence. The receipts show the following payments made (I have also included rent owed and the rolling balance):

Date	Owed	Paid	Balance
01-Jan-21	\$2,100.00		\$2,100.00
01-Feb-21	\$2,100.00		\$4,200.00
04-Feb-21		\$1,600.00	\$2,600.00
24-Feb-21		\$550.00	\$2,050.00
01-Mar-21	\$2,100.00		\$4,150.00
18-Mar-21		\$600.00	\$3,550.00
24-Mar-21		\$650.00	\$2,900.00
24-Mar-21		\$450.00	\$2,450.00
01-Apr-21		\$500.00	\$1,950.00
01-Apr-21	\$2,100.00		\$4,050.00
23-Apr-21		\$300.00	\$3,750.00
01-May-21	\$2,100.00		\$5,850.00
05-May-21		\$400.00	\$5,450.00
07-May-21		\$525.00	\$4,925.00
13-May-21		\$550.00	\$4,375.00
19-May-21		\$300.00	\$4,075.00
28-May-21		\$650.00	\$3,425.00
01-Jun-21		\$600.00	\$2,825.00
01-Jun-21	\$2,100.00		\$4,925.00
04-Jun-21		\$600.00	\$4,325.00
11-Jun-22		\$300.00	\$4,025.00
16-Jun-21		\$200.00	\$3,825.00
01-Jul-21	\$2,100.00		\$5,925.00
02-Jul-21		\$600.00	\$5,325.00
01-Aug-21	\$2,100.00		\$7,425.00
Total	\$16,800.00	\$9,375.00	\$7,425.00

During the hearing, I asked the landlord why the amount of rent owing as shown in the table above differs from the amount of rent has claimed is owed by the tenants. The landlord testified that he was not sure, but he testified that the receipts entered into evidence constitute a full record of the payments he received from the tenants during the tenancy.

2. Cleaning and dump fees

The landlord testified that as soon as the tenants moved into the rental unit they started bringing “a lot of junk and garbage” onto the residential property. He testified that during the tenancy he had to make frequent trips to the rental unit to dispose of the tenants’ garbage because they refused to. He did not submit any photographs into evidence showing the condition of the exterior of the rental unit, at any point during the tenancy. He did submit 19 receipts received from the dump totaling \$523.94. In addition to this amount, he seeks compensation in the amount of \$1,520 based on 19 4-hours trips to the property at a rate of \$20 per hour.

The landlord testified that the tenants left the rental unit in abysmal condition, and left garbage and belongings throughout the unit and that many surfaces in the unit were filthy. He submitted photographs of the interior of the rental unit which corroborates this testimony.

The landlord also seeks monetary order of \$1,000 representing the five days it took for him to clean up the interior of the rental unit calculated as 5 8-hour days at an hourly rate of \$25.

3. Bailiff Costs

The landlord testified that the tenants refused to comply with an order of possession to vacate the rental unit following a hearing before a different arbitrator on August 18, 2021. The order was effective two days after service on the tenants. The landlord retained a bailiff company to remove the tenants. He submitted an invoice from the bailiff company in the amount of \$3,115.33.

Additionally, the tenant seeks to recover \$300 in RTB filing fees for three applications he has made against the tenants. One of these fees is for the present application. The second is for the application following which the landlord received an order of possession. In that decision, the presiding arbitrator ordered that the landlord could deduct the filing fee for that application from the security deposit. The third application was dismissed without leave to reapply.

Finally, the landlord seeks \$120 to recover the cost of registering the order of possession with the BC Supreme Court (a necessary step in enforcing such an order) and for \$120 to recover the cost to “serve and file charges”. He did not specify what these charges were.

4. Landlord's Travel Expense

The landlord testified that as soon as the tenancy started, he found himself having to drive a not insignificant distance from his house to the rental unit “almost everyday” or “two to three times a week” to deal with issue relating to the tenancy. He submitted gas receipts totalling \$2,394.37, which he testified was the cost of the gas used to make these continued trips. He did not specify what the reason for each of these trips was.

The tenant did not apply for compensation for the time he spent driving although, in a written note in his evidence he stated that “time wasted” should also apply. Additionally, at the hearing, he testified that he paid a friend of his to stay with him some nights so he would not have to make the drive. The landlord is not applied for compensation for this expense.

5. Floor Replacement

The landlord testified that the floors throughout the rental unit were “heavily stained” from dog urine. He testified that the flooring was new laminate at the start of the tenancy, and that the dog urine has irreparably damaged it. He testified that he tried scrubbing and washing the stains, but he was unable to remove them.

Additionally, landlord testified that throughout the rental unit, the tenants created multiple small holes in the flooring from using a staple gun to staple into the floor.

The landlord submitted photos of stained floors throughout the rental unit. However, I was not able to discern any staple holes in the floors.

The landlord testified that he had to replace the laminate flooring throughout the rental unit. He submitted receipts totaling \$2,469.08 for the cost of supplies for the new floor. Additionally, he seeks \$1,000 (calculated as 5 8-hour days at \$25 per hour) for installing the new floor. He testified that he did it himself, in an effort to minimize the costs as a restoration company would charge significantly more.

6. Repair and paint walls

The landlord testified the tenants drilled multiple holes in the walls throughout the rental unit and the tenants painted on the walls with acrylic paint and wrote on the walls as well. He submitted photographs corroborating this.

The landlord testified that he had to fill all the holes and repaint all of the walls. He submitted receipts totaling \$541.41 for materials. Additionally, he and another person spent 8 8-hours days fixing the damaged walls and repainting. He seeks compensation in the amount of \$3,200 (calculated as 8 8-hours days at an hourly rate of \$25 for two people).

In support of this amount, he submitted an invoice made out to him. At the hearing, he testified that the issuer of the invoice was his own property management company.

7. Miscellaneous damage repairs

The landlord testified that the tenants used the windows of the rental unit as entrance and exits. He testified that they cut holes in the bug screens and that the screen's aluminum framing was bent beyond repair. He submitted an invoice for \$207.20 for bug screen kits and also claims \$400 in labour costs (calculated as 2 8-hour days at \$25 per hour).

He also testified that tenants burnt out two circuit breakers from overuse during the tenancy. He testified that he had to hire an electrician to replace the breakers at a cost of \$272.40. He submitted a copy of two receipts totalling this amount into evidence for these expenses.

The landlord testified that the tenants damaged or removed the locks and doorknobs throughout the rental unit, including burning some of the door handles with a blowtorch. He submitted photos of this. Additionally, he testified that the tenants took door stops, padlocks, light bulbs, and some door handles from the rental unit when they left. He submitted receipts totaling \$425.44, for the replacement costs of these items and for new keys to be cut.

8. Mosaic removal

The landlord testified that the tenants "changed" the exterior stonework of the rental unit. He testified that they installed pieces of marble to create a mosaic on the topmost exterior step leading into the rental unit. He did not consent to the tenants installing such a mosaic and he testified that he attempted to remove it himself, but failed.

The landlord testified that he will have to hire an outside contractor to remove it and restore the entrance to its original condition. He estimated that this would cost \$1,200. He did not provide any quote or other basis for how he arrived at this amount.

9. Damages for breach of contract

In his written submissions the landlord wrote:

Landlord asking for compensation for breach of contract in all terms described in residential tenancy agreement. Tenants use the property for illegal dealing and drug use. Drug smoking glass pipes have been found in unit and all walls was repainted to cover sticky stain after drug smoking. Landlord can call witness if requested. Landlord has records of 15 police files open against [the tenants] during the period of their accommodation in [the rental unit]. Landlord had the

distress which affected his life and affected his family. For breach of contract and distress landlord asking \$5000 to recover after the bad tenant.

At the hearing, the landlord did not provide any documentary evidence or call any witnesses to support these allegations of drug use or criminal activity. He testified that he went to the doctor to deal with the stress the tenants were causing him and that he suffered “serious psychological damages” because of the way the tenants conducted themselves during the tenancy. He testified that it was hard for him to eat and to sleep during the tenancy. He did not provide any documentary evidence to (such as medical records or a letter from his doctor) to support this testimony.

10. Loss of landlord’s earnings

The landlord seeks compensation equal to two months of lost earnings. He testified that during the course of the tenancy he had to spend the equivalent of two months dealing with the tenants instead of working at “a regular job site”. He testified that due to the tenants’ egregious conduct during the tenancy he had to “completely stop working and turn all his attention to resolve the problem with bad tenants.” He testified that some portion of this two months occurred after the tenancy ended when he was repairing the rental unit.

He seeks \$3,000 per month (\$6,000 total) in lost income. He did not submit any documentary evidence supporting the amount of income he would usually earn in a month.

Analysis

Residential Tenancy 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.

As stated above, Rule of Procedure 6.6 places the burden of proof on the applicant.

So, the landlord must prove it is more likely than not that the tenants breached the Act, that the landlord suffered a quantifiable monetary loss as a result, and that he acted reasonably to minimize the loss. I will address each of the landlord's monetary claims in turn.

1. Unpaid rent

Section 26 of the Act states:

Rules about payment and non-payment of rent

26(1) A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

Based on the landlord's testimony, and the tenants' confirmation at the October 15, 2021 hearing, I find that monthly rent was \$2,100.

I accept the landlord's testimony that for much of the tenancy, the tenants did not pay rent when it was due. Based on the receipts entered into evidence, I find that the tenants, as of August 1, 2021, were \$7,425 in arrears. I order that they pay the landlord this amount.

2. Cleaning and dump fees

a. Cleaning

Despite the lack of move-in condition inspection reports submitted into evidence, I find that the rental unit was in reasonably clean condition at the start of the tenancy. I rely on the testimony of NT (which corroborated the landlord's testimony) when making this finding.

Section 37 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

Based on the photographs entered into evidence, I find that the tenants did not do any cleaning prior to the end of the tenancy. I accept that the rental unit required significant and thorough cleaning once the tenants left in order to make it re-rentable. I find that the \$1,000 claimed by the landlord to be a reasonable amount for the cleaning required. I ordered that the tenants pay the landlord this amount.

b. Dump fees

Based on the receipts submitted into evidence, I accept that the landlord made 19 trips in a garbage disposal facility. However, I do not have sufficient evidence to determine the reason for each of these trips. There are no photographs of the exterior of the rental unit which show the grounds covered in garbage. NT did not mention the condition of the grounds during her testimony (which she would have been aware of, as she was property manager of the unit above the rental unit). There are no letters from the municipality demanding any items be removed from the residential property. I cannot therefore make a finding that it is more likely than not that the tenants breached the Act or that such a breach required the landlord to make 19 separate trips or that, if they did, that 19 separate trips were required.

As such, I decline to order that the tenants compensate the landlord for garbage removal or fees.

3. Bailiff fees and associated costs

a. Bailiff fees and cost of registering order in BC Supreme Court

I accept the landlord's testimony that the tenants failed to move out in accordance with the order of possession.

Section 84 of the Act allows orders of the RTB to be enforced in the BC Supreme Court. Based on the fact the tenants refused to vacate the rental unit as ordered, I find that the landlord had no recourse other than to enforce the order of possession in the BC Supreme Court. As such, I find that the tenants must repay the landlord the cost of registering the order (\$120).

Additionally, I find that the tenants breached an order of the RTB, and that the landlord acted reasonably in hiring a bailiff to forcibly remove them from the rental unit. As such, the landlord may recover the cost of hiring the bailiff (\$3,115.33).

b. Filing fees

As the landlord will be largely successful in this application, he is entitled to recover the filing fee for this application from the tenants (\$100). He has already been permitted to deduct the filing fee for one previous application from the security deposit (as such, I will make no order regarding that filing fee). However, I find that the landlord currently holds \$425 in trust for the tenants (as opposed to the \$525 the landlord testified) to reflect the fact that he has been permitted to keep \$100 of it.

The final filing fee is for an application that was dismissed. As such, he is not entitled to recover that filing fee.

c. Cost to serve and file charges

The tenant did not submit any evidence as to what this amount represented or why it was incurred. Nor did he provide any evidence as to what part of the Act or tenancy agreement was breached which would warrant “charges” being filed. The landlord has not provided sufficient evidence to support this portion of his claim, so I decline to award him any amount in connection with it.

4. Travel expenses

The landlord did not provide descriptions of each event that cause him to attend the rental unit. As such, I cannot assess the necessity of each trip, or if it resulted from a breach by the tenants of the tenancy agreement or Act.

Additionally, the tenant submitted receipts for fuel as the basis for his monetary claim. I cannot say if the full amount of the fuel purchased was used for travel to deal with any alleged breaches of the Act during the tenancy.

As such, I find that the landlord has failed to prove it is more likely than not that the tenants breached that Act or that he suffered a quantifiable loss as a result of any breach.

5. Floor replacement

Based on the landlord’s testimony and the photographs submitted into evidence I find that the floor of the rental unit was substantially damaged by the tenants during the tenancy. In particular, I find that the laminate flooring was stained in multiple places. I accept the landlord’s testimony that he was unable to remove these stains by cleaning.

I find that the landlord incurred costs of \$2,469.08 for materials and for \$1,000 in labour to install the floors. Both of these amounts are reasonable, and I find that it was reasonable for the landlord to undertake the installation himself rather than hire a restoration company, which would likely have cost more. I order the tenants to pay the landlord \$3,469.08.

6. Repair and repaint walls

Based on the landlord's and NT's testimony and the photographs admitted into evidence, I find that the tenants significantly damaged the walls during the tenancy. In particular I find that they painted directly on the walls and drilled an excessive number of holes in the walls.

I find that this amounts to a breach obstruction 37 of the act, as the tenants failed to leave the rental unit “undamaged” when they left.

I find that the landlord's material costs of \$541.41 are reasonable. Additionally, I find that the labour costs of \$3,200 are reasonable and that the landlord acted reasonably by undertaking the repairs with the assistance of an additional laborer, rather than hiring an outside company.

As such I order the tenants to pay the landlord \$3,741.41.

7. Miscellaneous damages

I accept the landlord's testimony that the tenants used the windows to enter and exit from the rental unit and that they cut holes in the bug screens and damaged their aluminum frames.

I find that it was reasonable for the landlord to have purchased replacement screens and frames and I find that the cost of \$207.20 was a reasonable one. I do not find that \$400 for the installation of the bug screens is a reasonable one. 2 8-hour days seems excessive for installing bug screens. I find that half that amount is reasonable. As such, I order the tenant to pay the landlord \$407.20.

I accept the landlord's testimony that the tenant caused two circuit breakers to burnout due to overuse during the tenancy. I accept that as a result of this overuse, the landlord incurred damages of \$272.40 representing the cost of hiring an electrician and purchasing new breakers. I order that the tenants pay the landlord this amount.

I accept the landlord's testimony that the tenants damaged and removes locks and doorknobs, that they took doorstops, padlocks, and light bulbs from the rental unit when they left, and that he had to get new keys cut for the new locks. I find that the replacement cost of these items of \$425.44 to be a reasonable one. I order the tenants to pay the landlord this amount.

8. Mosaic removal

I accept the landlord's testimony that the tenants installed a mosaic on the exterior top step of the rental unit without the landlord's permission. Tenants may make cosmetic upgrades to a rental unit during the tenancy, however at the end of the tenancy they must return the rental unit to the landlord in a similar state to the state in which they received it. Any cosmetic modifications made need to be undone. If they are not, these modifications are considered "damage". I find that the tenants' installation of the mosaic amounts to their damaging the rental unit.

I accept the landlord's testimony that such a mosaic cannot be easily removed and will require professional contractors to remove it and repair the underlying concrete. However, without any quote or estimate, I cannot find that the amount the landlord is seeking (\$1,200 dollars) is the proven value of the loss. I do not know how long it would

take a contractor to remove the mosaic, nor what materials or equipment is required to do so.

In the circumstances, as the landlord has failed to satisfy the third part of the four-part test set out above, I find that nominal damages of \$250 are appropriate.

9. Damages for breach of contract

The damage is suffered by the landlord, as described in the written submissions and at the hearing, are not properly characterized as damages for “breach of contract”. Rather, the landlord seeks compensation for psychological damage he incurred as a result of the tenants’ breaches of the Act.

However, the landlord did not provide any documentary evidence supporting his claims that he suffered the mental distress or other ailments (such as doctor’s notes, reports, or medical records). Such documentary evidence is essential to establishing the landlord’s claim, as it allows me to assess the severity and duration on the distress.

I note that simple stress caused by a tenant’s actions (even if these actions are in breach of the Act) are not sufficient to give rise to compensation. The role of the landlord is that the small business owner, at a certain level of stress is to be expected.

As I am unable to determine the severity and duration of the distress suffered by the landlord I decline to make any monetary order.

10. Loss of landlord’s earnings

The landlord did not submit any documentary evidence supporting his assertion that he earns \$3,000 per month. Such evidence is required in order to determine how much in lost wages the landlord suffered.

I also note that after the tenancy ended, the landlord has undertaken a not insignificant amount of work on the rental unit, and has sought (and received) compensation at a rate of \$25 per hour for much of this work. As such, I find it would be inappropriate to compensate the landlord for lost wages, as he has been awarded compensation for the time he spent undertaking the repairs.

However, I recognize that the repairs to the rental unit took at least one month, and that during this month the rental unit could not have been rented to new tenants. As the repairs were necessitated by damage caused to the rental unit by the tenants in breach of the Act, I find this damage caused the landlord to lose the opportunity to generate income from the rental unit for at least one month. In recognition of this, I order that the tenants pay the landlord an amount equal to one month’s rent (\$2,100 dollars).

Pursuant to section 72(2) of the Act, the landlord may retain the balance of the security deposit (\$425) in partial satisfaction of the monetary orders made above.

Conclusion

Pursuant to sections 67 and 72 of the Act, I order that the tenants pay the landlord \$22,000.86, representing the following:

Description	Amount
Rent arrears	\$7,425.00
Cleaning	\$1,000.00
Bailiff and BCSC fees	\$3,235.33
Floor replacement	\$3,469.08
Repair and repaint walls	\$3,741.41
Bug screen replacement	\$407.20
Replace circuit breakers	\$272.40
Other miscellaneous damages	\$425.44
Mosaic removal	\$250.00
Lost of income (one month's rent)	\$2,100.00
Filing fee	\$100.00
Security deposit credit	-\$425.00
Total	\$22,000.86

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: April 20, 2022

Residential Tenancy Branch