Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CENTRE 200 ENTERPRISES LTD and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDL-S, MNDCL-S, FFL, MNSDB-DR, FFT

Introduction

This hearing dealt with cross applications filed by the parties. On August 15, 2021, the Landlords 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 and pet damage deposit towards this debt pursuant to Section 67 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

On August 17, 2021, the Tenant made an Application for a Dispute Resolution Proceeding seeking a return of the security deposit and pet damage deposit pursuant to Section 38 of the *Act* and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

This hearing was the final, reconvened hearing from the original Dispute Resolution hearing set for February 25, 2022. The original hearing was adjourned as per an Interim Decision dated February 27, 2022, and then subsequently adjourned again as per an Interim Decision dated May 31, 2022. The final, reconvened hearing was set down for September 26, 2022, at 11:00 AM.

Sha.L. attended the final, reconvened hearing as Director and agent for the company named as one of the Applicants/Respondents on these Applications. Shi.L. and P.P. attended the final, reconvened hearing as co-owners of the rental unit, and were the other Applicants/Respondents named on these Applications. Sha.L., Shi.L., and P.P. all confirmed that the company owned 50% of the rental unit and that Shi.L., and P.P. owned the other 50% of the rental unit. J.M. attended the final, reconvened hearing as an advocate for the Tenant.

At the outset of the final, reconvened hearing, I explained to the parties that as the hearing was a teleconference, neither party could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, the parties were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited, and they were reminded to refrain from doing so. As well, all parties in attendance provided a solemn affirmation.

All parties confirmed service of the Notice of Hearing and evidence packages at the original hearing. As a result, all parties' evidence was accepted and 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

- Are the Landlords entitled to a Monetary Order for compensation?
- Are the Landlords entitled to apply the security deposit and pet damage deposit towards this debt?
- Are the Landlords entitled to recover the filing fee?
- Is the Tenant entitled to double the security deposit and pet damage deposit?
- Is the Tenant 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.

All parties agreed that the tenancy started on January 15, 2021, as a fixed term tenancy of one-year ending on January 15, 2022. However, the tenancy ended when the Tenant

gave up vacant possession of the rental unit on July 31, 2021. Rent was established at an amount of $2,995.00 per month and was due on the fifteenth day of each month. A security deposit of $1,497.50 and a pet damage deposit of $1,497.50 were also paid. A copy of the signed tenancy agreement was submitted as documentary evidence for consideration.

The parties also agreed that a move-in inspection report was conducted on January 15, 2021, and that a move-out inspection report was conducted on July 31, 2021. However, the Tenant claimed that the move-in inspection report was never provided until after the tenancy ended. She referenced her documentary evidence of emails with the Landlords on July 31, 2021, where she stated that she never received a copy of this report.

Shi.L. advised that the move-in inspection report was signed by the Tenant and the co-tenant, and that this was hand delivered to the co-tenant on January 19, 2021. However, she did not have any proof of service to confirm this was done.

The Tenant stated that she was home that day and never received this report from the co-tenant.

Shi.L. responded that the co-tenant mentioned that he would provide it to the Tenant.

All parties agreed that the Tenant provided a forwarding address in writing to the Landlords on July 31, 2021.

At the first reconvened hearing, Shi.L. advised that they were seeking compensation in the amount of **$1497.50** for rent from August 1, 2021 to August 15, 2021 because the Tenant signed a one-year fixed term tenancy agreement; however, the Tenant gave written notice on June 14, 2021 to end the tenancy on July 31, 2021.

Sha.L. advised that she tried her best to mitigate this loss after receiving the Tenant’s notice, and she immediately posted ads online for the rental unit. She acknowledged that the Tenant was very cooperative with this process. She testified that there were multiple prospective tenants interested, that she conducted many showings of the rental unit, that two prospective tenants applied but they did not pay a deposit, and that any prospective tenants that viewed the rental unit had not yet given their own notice to end their own tenancies effective for July 31, 2021.

Shi.L. submitted that the rental unit showed poorly as the lawn and garden were not maintained by the Tenant. As well, she noted that Sha.L. did her best to mitigate any loss by advertising as quickly as possible. She referenced documentary evidence provided to support these submissions.

Sha.L. then responded by stating that the condition of the lawn and garden did not factor into prospective tenants not being interested in the rental unit.

The Tenant advised that she ended the tenancy due to the passing of her co-tenant, on June 3, 2021, in the rental unit. In addition, she testified that there was a flood in the rental unit on June 14, 2021, that was caused by a clog in the roof. This was the second flood of this nature. She stated that the rental unit was not remediated and that there was no mold inspection conducted. However, there were fans and dehumidifiers in the rental unit for weeks, and these were visible to the prospective tenants during the showings. As well, she stated that the rental unit was in violation of several bylaws. It is her belief that these issues deterred prospective tenants from renting the unit. She directed me to documentary and digital evidence to support her position.

Shi.L. confirmed that there was a leak in the roof due to torrential rains and that fans and dehumidifiers were brought in immediately. She stated that she “believed” they were in the rental unit for 10 days and that these were visible to prospective tenants. However, she did not think this had any bearing on being able to re-rent the unit.

The Tenant submitted that the roof continued to leak after June 14, 2021, and she noted an email to the Landlords dated July 12, 2021, where she stated “Can you please provide a date (in writing via email) on when you expect to fix the leak? Unless you are planning to rent the house with known issues.” She advised that the carpet was soaked and that the prospective tenants could see that the retaining wall on the property was collapsing.

Shi.L. reiterated that the Tenant ended the tenancy due to the passing of the co-tenant. She stated that they worked hard to clean and fix the rental unit to prepare it to be re-rented. She submitted that the roof did not continue to leak and that there was no determination on why the Landlords could not re-rent the unit. As well, she stated that the Tenant’s documentary evidence of deficiencies in the rental unit, as noted by the City, were due to complaints that the Tenant made after the tenancy ended.

Sha.L. confirmed that there was a continued leak approximately the size of one inch by one inch, and that this “eventually stopped” after they had a roofer come back to fix the issue.

Shi.L. advised that they were seeking compensation in the amounts of **$20.00** for the cost of hydro that was consumed and **$20.00** for the cost of gas that was consumed, from August 1 to August 15, 2021. She referenced the tenancy agreement, which indicated that the Tenant was responsible for these utilities. However, she noted that the actual costs for these utilities were **$8.32** and **$6.64** respectively.

The Tenant acknowledged that she was responsible for these utilities owed as per the tenancy agreement.

Sha.L. advised that they were seeking compensation in the amounts of **$350.00** for the cost of pet damage to a loveseat, **$156.45** for the cost of carpet cleaning and pet damage stain removal, and **$30.00** for the cost to clean the oven.

The Tenant did not make any submissions with respect to these claims and acknowledged being responsible for them.

Shi.L. advised that they were seeking compensation in the amount of **$20.00** for the cost of damage to a bedroom closet. She stated that this closet was in good condition at the start of the tenancy, that the damage consisting of eight small holes cannot be repaired, and that the amount represents the equivalent value of this loss. She pointed to the condition inspection reports to substantiate this claim, and she referenced other documentary evidence as well.

Sha.L. advised that the closet was 60 years old, and that this damage was merely aesthetic.

The Tenant advised that these holes were missed at the start of the tenancy and that they did not mount anything on this closet. As well, she testified that the Landlords missed other deficiencies on the move-in inspection report. For example, she stated that the Landlords covered a big hole in the kitchen wall with a painting, and she cited documentary evidence to support this claim.

Shi.L. advised that they were seeking compensation in the amount of **$50.00** for the cost of damage and scratches to the top of a dresser. She stated that this dresser was

in “impeccable” condition at the start of the tenancy, that the scratches were noted on the move-out inspection report and the furniture inventory form, and that this amount represents her subjective evaluation of this loss. She referenced documentary evidence submitted to substantiate this claim. She submitted that the dresser was approximately 20 to 25 years old.

Sha.L. advised that the dresser was approximately 45 years old and that it was not in “new” or “impeccable condition at the start of the tenancy.

Shi.L. responded that this dresser was provided to the Tenants at the start of the tenancy and that the Tenants did not complain about the condition. She then noted that these were only aesthetic deficiencies at the end of the tenancy.

The Tenant advised that she took a picture of this dresser at the end of the tenancy, and she referenced this picture that was submitted for consideration. It is her belief that this was merely reasonable wear and tear.

At the final, reconvened hearing, Shi.L. advised that they were seeking compensation in the amount of **$50.00** for the cost to fix damage to the exterior wall of the garage. She submitted that the Tenant constructed a skateboard ramp in the yard without the Landlords’ consent. She stated that there was one mark on the wall at the start of the tenancy and that there were four marks at the end of the tenancy. She referenced a number of pictures submitted as documentary evidence to support this claim.

P.P. advised that this amount being claimed was calculated as the cost of his time to find the right paint colour, to mix stucco, and to repair this damage. He initially testified that it took him the “better part of a day” to repair it, but then stated that it took approximately two and a half hours.

J.M. advised that this damage was minimal and that it was not determinative from the pictures that the ramp directly corresponded with the damage on the wall.

Shi.L. advised that they were seeking compensation in the amount of **$250.00** for the cost of damage to an old, antique chest that was provided at the start of the tenancy. She stated that this chest was in good condition at the start of tenancy, that it was provided as part of the tenancy, and that it was locked. She testified that this chest was damaged by the police due to an active investigation related to the co-tenant’s passing, and that if the Tenant was honest with the police in an earlier interaction, they would not

have had to subsequently break into this chest later on. She referenced the documentary evidence to support this claim. As well, she stated that this damage was not repairable. However, she did not provide any documentary evidence from any qualified professional that assessed the damaged, or confirmed that it could not be repaired.

P.P. confirmed that the police attended the rental unit initially to conduct an investigation, and when they returned later due to the circumstances surrounding the passing of the co-tenant, they determined it was necessary to break into this chest as part of their ongoing investigation.

J.M. advised that the incident that prompted the police investigation related to a search for firearms, so they would have likely broken open this chest anyways. She submitted that the chest was not well cared for, that this claim was more for sentimental value, and that the Landlords have attempted to seek compensation for this from the police anyways.

Shi.L. advised that they were seeking compensation in the amount of **$750.00** for the cost to repair the grass that was damaged due to the skateboard ramp. She referenced the pictures of the damage, the condition inspection report, and the invoice of the cost to repair this grass. As well, she noted documents pertaining to a “General Release of all Claims”, where the Tenant accepted responsibility for any damage to the grass related to the skateboard ramp.

P.P. advised that the grass under the skateboard ramp was dead, that the area required being levelled with sand and gravel, and that the Tenant did not make any attempts to fix this damage.

J.M. advised that the grass was full of weeds at the start of the tenancy and that the grass did not die, but would come back. She suggested that the gravel on the grass against the wall of the house was likely for drainage, and that sand is applied to grass for aeration anyways. She stated that this claim, and the work completed on the invoice, went far beyond what was required, and this was simply an attempt to improve the yard.

Finally, Shi.L. advised that they were seeking compensation in the amount of **$4.47** for the cost to replace a screen door key that was not returned at the end of the tenancy. She referenced the invoice submitted to support this claim.

J.M. advised that this would be considered reasonable wear and tear.

At the conclusion of the hearing, Sha.L. wanted to make further submissions on their claim for the rental loss from August 1 to August 15, 2021, that was already addressed in the previous hearing. I note that the parties were provided with ample opportunity to make submissions related to this claim at the previous hearing, and I had already received sufficient submissions on this claim. While it made little sense to go back to hear submissions on past issues when the parties were already provided with ample opportunity to make their submissions at the appropriate time, and given that this could have opened the door to either party then requesting to make submissions on any or all of the other claims already addressed, out of fairness, the Landlords were permitted to make further submissions regardless.

Sha.L. advised that she posted online ads for the rental unit on June 18, 2021, and that the first showing was days later. She stated that there were 69 prospective tenants, that 11 showings in total were conducted, and that she received three applications.

J.M. advised that the average vacancy rate was 1% and that there was lots of competition in the rental market. She reiterated that there was significant water damage in the rental unit, that there were damaged tiles, and that there were stains on the ceiling and floors. She stated that any prospective tenants would have observed this damage, and the fans and dehumidifiers in the rental unit. In addition, she noted that the drainage issues in the yard caused the retaining wall to become damaged and that any prospective tenants would have noticed this as well. She submitted that there was no documentary evidence from the Landlords demonstrating that the repairs were completed. It is her position that there were many interested prospective tenants; however, given that there were so few applicants, this was indicative that the rental unit had many problems and was not suitable for re-renting.

Shi.L. advised that it was the overgrown lawn that deterred prospective tenants from viewing the rental unit. She referred to an invoice dated May 29, 2021, demonstrating that a drainage company repaired six feet of a damaged water main, as well as the concrete around the area. In addition, she reiterated that the Tenant ended the tenancy due to the passing of the co-tenant.

This concluded the claims made in the Landlords' Application. As the Tenant's Application pertained to a request for a return of the security deposit and pet damage

deposit, less agreed upon deductions, submissions on these issues were already addressed above.

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 Landlords and Tenants must inspect the condition of the rental unit together on the day the Tenants are entitled to possession of the rental unit or on another mutually agreed upon day.

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

Section 21 of the *Residential Tenancy Regulation* (the "*Regulation*") 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 Landlords or the Tenants have a preponderance of evidence to the contrary. As well, Section 18 states that the Landlords must give the Tenants a copy of the signed move-in inspection report within 7 days after the inspection is completed, and within 15 days after the date the move-out inspection is completed, or the date the Landlords receive a forwarding address in writing.

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

Section 32 of the *Act* requires that the Landlords 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 Tenants 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*.

I find it important to note that 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 contradictory testimony and positions of the parties, I may 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.

With respect to the inspection reports, I note that the Landlords have not provided any documentary evidence to support that they served a copy of the move-in inspection report to either of the Tenants noted on the tenancy agreement, in accordance with the *Regulation*. As the burden of proof rests with the Landlords to prove this, I am thus satisfied that the Landlords did not comply with the requirements of the *Regulation*, and as a result, I find that the Landlords have extinguished the right to claim against the deposits.

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

Based on the consistent and undisputed evidence before me, the forwarding address in writing was received on July 31, 2021, and the Landlords filed to claim against the deposits on August 15, 2021. As such, I am satisfied that the Landlords made this Application within 15 days of receiving the forwarding address in writing. While the Landlords extinguished the right to claim against the deposits, I note that this provision is for claiming for damages. As the Landlords also applied for rental loss, I do not find that this constitutes damage. As such, I do not find that the doubling provisions apply to the security deposit or pet damage deposit in this instance.

With respect to the Landlords' 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 Landlords prove the amount of or value of the damage or loss?
- Did the Landlords act reasonably to minimize that damage or loss?

With respect to the Landlords' claim for compensation in the amount of $1,497.50 for loss of rent from August 1 to August 15, 2021, there is no dispute that the parties entered into a fixed term tenancy agreement of one year, starting on January 15, 2021. Yet the tenancy effectively ended when Tenant gave up vacant possession of the rental unit on July 31, 2021. Sections 44 and 45 of the *Act* set out how tenancies end, and they also specify that the Tenant must give written notice to end a tenancy. As well, this notice cannot be effective earlier than the date specified in the tenancy agreement as the end of the tenancy. Section 52 of the *Act* sets out the form and content of a notice to end a tenancy.

Furthermore, Policy Guideline # 5 outlines the Landlords' duty to minimize their loss in this situation, and that the loss generally begins when the person entitled to claim damages becomes aware that damages are occurring. In claims for loss of rental income in circumstances where the Tenant ends the tenancy contrary to the provisions of the Legislation, the Landlords claiming loss of rental income must make reasonable efforts to re-rent the rental unit.

When reviewing the undisputed evidence from the Landlords, I accept that they received the Tenant's written notice on June 15, 2021, and that they tried to mitigate

their loss by advertising and attempting to re-rent the unit as quickly as possible, starting on June 18, 2021. However, I note that the Landlords had ample time to find a new tenant for August 1, 2021, that there were 69 interested parties, that there were 11 showings of the rental unit, and that there were only three applicants. While I acknowledge that this many interested parties does not necessarily translate into qualified tenants, I also note that it is uncontroverted that there was another flood in the rental unit, that was not the fault of the Tenant, and that there were fans and dehumidifiers present during some showings of the rental unit. Based on the documentary evidence before me, I am satisfied that these unmistakable conditions, more likely than not, would have had an impact on the Landlords' ability to successfully re-rent the unit.

However, the consistent and undisputed evidence is that the Tenant also signed a fixed term tenancy agreement and that she did not end the tenancy in accordance with the *Act*. Therefore, I find that the Tenant vacated the rental unit contrary to Sections 45 and 52 of the *Act*. Moreover, as a result of the Tenant's actions, this put the Landlords in a position to suffer a rental loss potentially.

As a result, I am satisfied by the evidence presented that both parties are culpable here, and I find it appropriate to grant the Landlords a monetary award of half this claim, in the amount of **$748.75**.

Regarding the Landlords' claims for compensation in the amounts of $8.32 for the cost of hydro and $6.64 for the cost of gas, as noted above, I found both parties to be negligent. As such, I grant the Landlords a monetary award in the amount of half these claims for this time period, in the amount of **$7.48**.

With respect to the Landlords' claim compensation in the amounts of $350.00 for the cost of pet damage to a loveseat, $156.45 for the cost of carpet cleaning and pet damage stain removal, and $30.00 for the cost to clean the oven, as the Tenant did not dispute these claims, I grant the Landlords a monetary award in the amount of **$536.45** to remedy these claims.

Regarding the Landlords' claim for compensation in the amount of $20.00 for cost of damage to a bedroom closet, I note that Shi.L. and Sha.L. provided inconsistent and contradictory testimony with respect to the condition and age of this item. As such, I dismiss this claim in its entirety as the Landlords' opposing submissions cannot be determined to be reliable enough to substantiate this claim.

I also find it important to note that the Landlords appeared to write in virtually every available blank space on the inspection report, and in my view, it is near impossible to read or make much sense of all of these notes. More significantly, it is not clear how anyone could decipher or identify what was actually written, or when it was actually written. This issue was never made more obvious than during the hearing, where even Shi.L. had difficulty referencing specific claims in that document as she would mistakenly point to items that she believed were noted there, but were not. I find that this speaks to credibility of the Landlords, and to their ability of effectively managing this rental unit. As well, I find that it causes me to question the legitimacy of some of the Landlords' claims, which appear to be de minimis in nature.

Regardless, with respect to the Landlords' claim for compensation in the amount of $50.00 for cost of damage to the dresser, again, Shi.L. and Sha.L. provided inconsistent and contradictory testimony with respect to the condition and age of this piece of furniture. Consequently, I dismiss this claim without leave to reapply.

Regarding the Landlords' claim for compensation in the amount of $50.00 for the cost to fix damage to the exterior wall of the garage, the consistent and undisputed evidence is that the Tenant constructed a skateboard ramp on the property without the Landlords' consent. Based on the evidence before me, I am satisfied that this evidence was, more likely than not, caused by the Tenant's negligence due to the construction or use of this ramp. While the damage appears to be minimal, I am satisfied that the Landlords' claims to remedy this damage is commensurate. As such, I grant the Landlords a monetary award in the amount of **$50.00**.

With respect to the Landlords' claim for compensation in the amount of $250.00 for the cost of damage to a chest, I accept that this item was broken by the police on account of an investigation into the Tenant and the co-tenant. However, other than Shi.L.'s testimony about her belief of the actual value of this item, I do not find that Landlords have submitted any compelling or persuasive documentary evidence to support the suggested value of this item as claimed. As such, I dismiss this claim in its entirety.

Regarding the Landlords' claim for compensation in the amount of $750.00 for the cost to repair the grass, the consistent and undisputed evidence is that the Tenant erected a skateboard ramp on the property without the Landlords' consent. While I note that it is the Landlords' belief that the grass was "dead" as a result of this skateboard ramp, I do not find that there is any documentary evidence from a landscaping professional to corroborate this claim. Furthermore, the evidence submitted by the Landlords from a

landscaper indicated, via email on August 12, 2021, that the work recommended should be done in the Spring. As well, an estimate, from this landscaper, of the work required was submitted. Firstly, I note that there is no indication that this work ever took place. Secondly, and most importantly, even if this estimate and work was conducted, when reviewing this estimate, there is nothing in this document to corroborate the Landlords' claims that the grass was "dead" as alleged. All of the recommended work listed appears to be related to maintenance of a lawn. As I find that there is little documentary evidence submitted to substantiate the Landlords' claims that the Tenant "killed" the grass, I dismiss this claim without leave to reapply.

Finally, with respect to the Landlords' claim for compensation in the amount of $4.47 for the cost to replace a screen door key, I find that it is uncontroverted that Tenant did not return a key that was provided at the beginning of the tenancy. As such, I grant the Landlords a monetary award in the amount of **$4.47** to satisfy this claim.

As the Landlords were partially successful in these claims, I find that the Landlords are entitled to recover the $50.00 of the filing fee paid for this Application.

As the Landlords extinguished the right to claim against the deposits, I am satisfied that the Tenant was successful in this Application. As such, I find that the Tenant is entitled to recover the $100.00 filing fee paid for this Application.

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

Calculation of Monetary Award Payable by the Landlords to the Tenant

Item	Amount
Partial claim for August 2021 rent	$748.75
Partial claim for August 2021 hydro	$4.16
Partial claim for August 2021 gas	$3.32
Pet damage to loveseat	$350.00
Carpet cleaning	$156.45
Oven cleaning	$30.00
Wall damage	$50.00
Screen door key	$4.47
Recovery of filing fee for Landlord	$50.00

Recovery of filing fee for Tenant	-$100.00
Security deposit	-$1,497.50
Pet damage deposit	-$1,497.50
Total Monetary Award	**$1,697.85**

Conclusion

I provide the Tenant with a Monetary Order in the amount of **$1,697.85** in the above terms, and the Landlords must be served with **this Order** as soon as possible. Should the Landlords 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: October 26, 2022

Residential Tenancy Branch