



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes**

Landlord: MNR MNDC MNSD FF

Tenant: CNR MNR MNDC OLC FF

### **Introduction**

This hearing dealt with cross Applications for Dispute Resolution filed by the parties. The participatory hearing was held, via teleconference, on November 8, 2022, and March 10, 2023. Both parties applied for multiple remedies under the *Residential Tenancy Act* (the “Act”).

Both parties attended the hearings and provided affirmed testimony. The Landlord was present at the hearing with her agent, and the Tenant was present at the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### **Preliminary Matters – Issues**

Both parties agree that the tenancy ended at the end of February 2022, and that the only remaining issues on both applications are regarding monetary compensation. After looking at the Tenant’s application, and given the tenancy is now over, I find the Tenant’s request to cancel a 10 Day Notice to End Tenancy, and his request for an order for the Landlord to comply with the Act are now moot. I dismiss these grounds on the Tenant’s application, without leave to reapply, and the remainder of the Tenant’s application for monetary compensation will be addressed further below.

All of the Landlord’s application is monetary in nature, so that application will also be addressed further below.

### **Preliminary Matters – Service**

*Landlord's application*

The Tenant acknowledged receipt of the Landlord's Notice of Dispute Resolution Proceeding package and did not take issue with the service of this package. I find the Landlord sufficiently served the Notice of Dispute Resolution Proceeding back in March 2022, as the Tenant acknowledged receiving this package.

The Tenant explained that when he moved out of the rental unit, he provided his forwarding address to the Landlord. A couple of months later, the Tenant moved again (to another unit within the same building) but did not provide his updated forwarding address to the Landlord, despite being aware of the dispute resolution proceedings and the need to have an up-to-date address for service. The Landlord stated she sent her amendment, and evidence package to the Tenant by registered mail (to the Tenant's forwarding address provided at the time of move-out) on October 21, 2022. The Landlord provided tracking information from Canada Post to show that the Tenant signed for this document on October 24, 2022. The Landlord also stated that they sent this entire amendment and evidence package to the Tenant on October 21, 2022, by email.

Although the Tenant denied signing for and receiving the evidence package on October 24, 2022, I note he acknowledged receiving this package on October 21, 2022, by email, and did not take issue with service in this manner. The Tenant appeared ready and able to speak to the Landlord's amendment and evidence at the hearing. I find the Landlord sufficiently served the Tenant with her evidence and amendment package as she sent it to the last known address for the Tenant, by registered mail. Further, the Tenant also appears to have received this package via email on October 21, 2022.

*Tenant's application*

The Tenant stated that he served the Landlord with his Notice of Dispute Resolution Proceeding, amendments, and evidence all in one package by posting it to the Landlord's door on March 23, 2022. The Landlord acknowledged receiving the package but was not clear about what this package included. The Tenant also asserts he gave the Landlord another copy of this package, in person, when he attended the rental unit to conduct the move-out inspection. The Landlord denied receiving the Notice of Dispute Resolution Proceeding and evidence package in person, at the move-out inspection, and only received the copy that was left at the door. However, the Landlord stated that this package was in a plastic shopping bag, unorganized, and she initially

thought it was garbage. The Tenant did not provide any further proof of service or corroborating evidence as to what was served, and when.

Having considered this matter, I find the Tenant failed to sufficiently serve the Landlord with his Notice of Dispute Resolution Proceeding, amendments, and evidence package for the purposes of his application for monetary compensation.

I note that section 89(1) and 89(2) of the Act lays out certain service requirements for the Notice of Dispute Resolution, and the Notice of Hearing. Section 89(2) of the Act lays out specific service requirements for applications which involve an order of possession. Section 89(1) lays out the service requirements for all other applications, including applications for monetary compensation.

I note the remaining grounds on the Tenant's application is for monetary compensation. As such, the service requirements for this application are laid out in section 89(1) of the Act. Posting the Notice of Dispute Resolution and application package to the front door is not an acceptable method of service for an application for monetary compensation. As per section 89(1) of the Act, Applications for monetary compensation must be served in one of the following ways:

**89 (1)***An application for dispute resolution or a decision of the director to proceed with a review under Division 2 of Part 5, when required to be given to one party by another, must be given in one of the following ways:*

- (a) by leaving a copy with the person;*
- (b) if the person is a landlord, by leaving a copy with an agent of the landlord;*
- (c) by sending a copy by registered mail to the address at which the person resides or, if the person is a landlord, to the address at which the person carries on business as a landlord;*
- (d) if the person is a tenant, by sending a copy by registered mail to a forwarding address provided by the tenant;*
- (e) as ordered by the director under section 71 (1) [director's orders: delivery and service of documents].*

Although the Tenant was given a chance to speak to the basis of his application during the hearings, I find the Tenant has failed to sufficiently serve the Landlord with his application and Notice of Dispute Resolution for the purposes of his claim for monetary compensation. I dismiss the Tenant's application, with leave to reapply.

I encourage the Tenant to utilize a method of service allowable under the Act should he wish to reapply. However, it is important to note that if the Tenant's claim for compensation relates to a separate, commercial contract/work agreement, and related costs for work he performed (via his renovation company) for the Landlord, then this claim may not fall within the scope of the Act, particularly if it is not related or integrated with the tenancy agreement.

### Issues to be Decided

#### *Landlord*

- Is the Landlord entitled to monetary compensation for unpaid rent?
- Is the Landlord entitled to monetary compensation for damage or loss under the Act?

### Background and Evidence

The tenancy started on February 1, 2018. The Landlord collected, and still holds a security deposit in the amount of \$1,000.00 and a pet deposit in the amount of \$1,000.00. Monthly rent at the start of the tenancy was \$2,000.00, and as per the tenancy agreement, rent was due on the first of the month.

The Landlord explained that in March of 2018, the Tenant requested to pay rent on the 15<sup>th</sup> of the month, rather than the 1<sup>st</sup>, due to the timing of his paycheques. The parties never signed or amended the original tenancy agreement, in writing, to reflect any of the changes in when rent was due. However, in March of 2018, the Tenant started paying monthly rent on or around the 15<sup>th</sup> of each month.

A move-in inspection was done on January 27, 2018. The Landlord completed a condition inspection report and both parties signed and agreed to its contents. The parties completed a move-out inspection on February 28, 2022, the day the tenancy ended. Both parties signed the move-out portion of this document, and the Tenant provided his forwarding address in writing at the bottom of this report.

The Landlord is seeking the following items as per the monetary order worksheet:

- 1) \$4,567.50 – Kitchen Cabinet Repair quote #1

2) \$5,250.00 – Kitchen Cabinet Repair quote #2

The Landlord provided two different quotations for the refinishing of the kitchen cabinet doors. The Landlord is seeking to recover the average of these two amounts, \$4,900.00, because she feels the Tenant had a commercial kitchen operating in the rental unit, which caused damage to the cabinet surfaces. The Landlord provided photos of the cracked surface of the cabinets, as well as a photo of the kitchen (pots, boxes, kitchen appliances utensils etc). The Landlord did not speak to or explain how old the cabinets were at the time the tenancy ended. The Landlord pointed to the condition inspection report to show that the cabinets were in good condition at the start of the tenancy, and at the end of the tenancy, the finish was cracking.

The Tenant stated that the cabinets were old when he moved in, and that there were already small cracks present, which opened up over time. The Tenant does not agree that he was operating a commercial kitchen in the rental unit.

3) 673.66 – Over-the-range exhaust fan/microwave unit

The Landlord explained that she is seeking this amount because the Tenant broke the microwave above the stove, and at the end of the tenancy, the handle was missing. The Landlord provided a photo of the missing handle, and pointed to the condition inspection report. On the move-in portion of the report, the microwave was not included as an item that was inspected and recorded. On the move-out portion of the report, the Landlord added in a field for the microwave, and noted: "microwave handle gone". Also, on the move-in portion of the condition inspection report under "exhaust and hood fan", it is listed as being in good condition. The Landlord provided a copy of a receipt for a replacement microwave and hood fan combination unit. The Landlord did not specify how old the unit was at the end of the tenancy. The Landlord stated that since the microwave wasn't listed on the move-in inspection, that this means it was in good condition.

The Tenant stated that the microwave was not listed on the move-in portion of the condition inspection report but he asserts it had a crack in it when he moved in. The Tenant stated that after using it for 4 years, the handle just fell off because it was broken and old.

4) \$238.52 – Bathroom Ceiling Fan

The Landlord stated that the fan in the bathroom was burned out and not functioning at all at the end of the tenancy. The Landlord provided an invoice for the material cost of replacing this fan with a new one. In the condition inspection report, the Landlord noted that the bathroom fan was in good condition at the start of the tenancy. In the move-out portion of the condition inspection report, the Landlord left the bathroom fan area blank. The Landlord provided no other documentary evidence showing the fan was broken at the end of the tenancy.

The Tenant stated that there was nothing written on the move-out inspection regarding the bathroom fan, and he asserts that the fan was working when he moved out.

5) \$223.78 – Ceiling light fixture and light bulbs

The Landlord stated that the light cover in the living room was broken at the end of the tenancy. The Landlord explained that a replacement cover could not be found, and that they had to replace the whole fixture, at the above noted cost. The Landlord pointed to a Home Depot price estimate on the website to show what a replacement would cost. There is nothing noted for this item on either the move-in or move-out portion of the condition inspection report.

The Tenant stated that everything was fine with respect to this light fixture when he moved out, and he does not feel he should be liable for this item. The Tenant pointed out that there is nothing on the condition inspection report about this item, nor is there any evidence showing that he is the one who caused the damage.

6) \$2,100.00 – Rental Loss for March 2022

The Landlord stated they are seeking this amount because the Tenant prevented them from showing the rental unit to prospective Tenants during the month of February 2022. The Landlord pointed to the text messages provided into evidence, showing a series of text messages the parties had in early to mid-February regarding the Landlord gaining access to the suite to show the rental unit to prospective renters. The Landlord pointed to a text message on February 2, 2022, where the Tenant said to “wait for the end” of the tenancy before showing the unit. The Landlord replied by saying that she has someone wanting to see the unit in the coming days, and the Tenant responded, “no way”. The Landlord again responded stating that they are lawfully allowed to show the unit, with 24 hours notice, and followed that statement up with an attempt to schedule a time a few days later. The Tenant responded by stating he had cold symptoms.

The text messages show that the Tenant became aware that the Landlord entered his unit anyways, when he was not home on February 14, 2022. The Landlord again responded on or around February 15, 2022, saying they followed the rules regarding giving Notice. The next text message was on February 27, 2022, setting up a time to conduct the move-out inspection on February 28, 2022.

The Landlord stated that they were unable to re-rent the unit for the following month (March) because the Tenant made it difficult to show the unit, which is why they are seeking the full-month rent in the amount of \$2,100.00. The Landlord did not specify when they re-posted the ad for rent, and how much they re-posted it for. The Landlord also did not specify how much, if any, interest or requests for showings they had during February or March 2022.

The Tenant stated that the Landlord entered his unit anyways on February 14, 2022, and took photos. The Tenant did not refute that he told the Landlord to wait to show the unit until he moved out.

The Landlord stated they only entered the unit on February 14, 2022, because they wanted to inspect the unit.

7) \$6,250.00 – Unpaid Rent for half of December 2021, January 2022, February 2022

The Landlord stated the following with respect to rent payments:

*According to the attached rental agreement, Tenant rented the unit on Feb 01, 2018, in the beginning he paid \$4,000 for the pet and damage deposit and the first month rent. In Mar 2018, he mentioned that since he had to pay for his business on the first of the month, he verbally requested to modify the contract to the 15th to pay the rent for the unit on the 15th of each month. He said that he will e-transfer \$1,000 for the first 15 days in March, which he never did, but after that he continued paying on the 15th of each month. (Please refer to the last screenshot on the first page of the text messages attached in the evidence package referring to this subject.) He was always late with his rent payments, and the landlord had to remind him. Landlord has included a few screenshots of their communications in the first page of the attached evidence package.*

*As the landlord has mentioned on page one of her evidence in the original application, the tenant was paying his rent until Nov 2021 which also covered half of Dec. In Dec when the landlord asked him for the remainder of the balance, he*

*suggested taking it off from his Pet deposit (Please refer to page 1 of the text messages in the evidence). Finally, landlord was fed up with all the excuses and late payments and on Dec 31st 2021 give tenant a 10 notice to evacuate by putting the notice on his apartment door.*

*After further communication shown in the attached text messages, he not only did not pay the remaining balance of the rent, he refused to pay the rent for the following months and threatened to submit a dispute, which he did on Jan 13th, File# xxxxxx, for the balance owing from the job he claimed he did for the landlord in the unit in 2020 per attached invoice in evidence page 7. His rent at the time was \$2,100 monthly. He paid \$1,050 for Dec 2021, and did not pay anything for Jan and Feb 2022.*

*Dec \$2,100 - \$1,050 = \$1,050 Jan \$2,100 Feb \$2,100  
Mar 1 – 15 2018 \$1000*

*Total: \$1,050 + \$2,100 + \$2,100 + \$1000 = \$6,250.*

The Tenant stated that he paid \$1,100.00 on December 15, 2021, and he acknowledged that he never paid any money for January or February 2022. Alongside of this, the Tenant and the Landlord were having issues regarding a flood, repairs the Tenant was completing on the rental unit, and potential compensation for the work. During the hearing, the Landlord acknowledged the payment of \$1,100.00 in December 2021, not \$1,050.00, as initially put in their written submission (noted above). Neither party pointed to any documentary evidence corroborating the payment amount for this month.

#### 8) \$5,600.00 – Unfinished repairs

The Landlord explained that there was a leak in the washing machine in December of 2019, and the insurance company got involved. The Landlord explained that when the restoration company came and gave an estimate for the damages (\$9,300.00), the Tenant refused to let the restoration company enter the rental unit to do the work. The Landlord stated that the Tenant offered to do the work so that he could earn the money, rather than hire a third party to do the remediations.

The Landlord stated that, in January of 2020, she sent the Tenant \$2,000.00 for the flooring and baseboard repair, and she supplied the material for the laminate flooring



and baseboards. The Landlord stated she replaced the faulty washing machine as well. The Landlord stated that the Tenant used the old, water damaged baseboards, when he reinstalled them, which is not consistent with what he put on his invoice to the Landlord.

The Landlord stated that in February 2020, the Tenant called her and said he is not paying rent which was now set at \$2,100.00 and that he would be using the money towards the repairs. The Landlord stated that the Tenant called again in April 2020, saying he needed another \$2,500.00 to complete the job, that he would not be paying rent for May, and that he would also need an additional \$400.00 on top of all this. The Landlord stated she sent him the \$400.00 and she was under the impression that he would be replacing the flooring, installing new baseboards, linoleum in the laundry area, new toilet, as well as faucets in the kitchen and bathroom.

The Landlord stated she paid the Tenant \$6,600.00 in total for the work he was supposed to complete on her rental unit. However, only a small fraction of the work was completed. The Landlord stated that the Tenant kept refusing her access to the rental unit so she could not inspect the work, until the tenancy ended, at which point a significant amount of time had passed. The Landlord stated that the Tenant never changed the toilet, nor did he change the tiles in the washroom or laundry room. The Landlord stated that the Tenant only completed 400 square feet of the laminate flooring replacement, out of 516 square feet total, so she feels she should only have to pay for \$1,000.00 of the \$6,600.00 charged by the Tenant. As such, the Landlord is seeking \$5,600.00 for this issue because the Tenant failed to deliver and complete the contracted work on the rental unit.

During the second hearing, the Landlord provided a very unclear explanation as to how this amount was calculated. When asked to explain the amounts, the Landlord stated she didn't recall the details because it was too long ago.

The Tenant acknowledged that there was a leak in the rental unit but he denies that he was obstructive and restricted access to the rental unit for remediation. The Tenant stated that the Landlord asked him and his renovation company to do the work. The Tenant stated he completed the flooring work in February 2020 and he asserts that the Landlord agreed to pay him \$9,397.50 (which is what the insurance company would charge).

### Analysis

A party that makes an application for monetary compensation against another party has the burden to prove their claim.

In this instance, the burden of proof is on the Landlord to prove the existence of the damage/loss and that it stemmed directly from a violation of the *Act*, regulation, or tenancy agreement on the part of the Tenant. Once that has been established, the Landlord must then provide evidence that can verify the value of the loss or damage. Finally it must be proven that the Landlord did everything possible to minimize the damage or losses that were incurred.

The Landlord is seeking the following items as per the monetary order worksheet:

- 1) \$4,567.50 – Kitchen Cabinet Repair quote #1
- 2) \$5,250.00 – Kitchen Cabinet Repair quote #2

I have reviewed the testimony and evidence on this matter, and I find the Landlord has failed to sufficiently demonstrate that the Tenant was operating a commercial kitchen out of the rental unit. I do not find the photo of the kitchen is sufficient to show the Tenant was using the kitchen in an unreasonable manner, or that it was being used commercially, such that this would have substantially contributed to the delamination of the cabinet surfaces.

Further, Policy Guideline #40 – Useful Life of Building Elements provided general information regarding the life expectancy of building elements. Kitchen cabinets have a useful life of approximately 25 years. However, the Landlord provided no explanation regarding how old the cabinets were, such that I could be satisfied they were not beyond their useful life expectancy. The kitchen cabinets do have a somewhat dated appearance, and the cabinets do appear to be many years old. Without further evidence on the age of the cabinets, I find it entirely possible that the surface delamination that occurred could have been from normal wear and tear. I am not satisfied that the Tenant's use of the kitchen is inconsistent with what would be considered reasonable wear and tear. I dismiss this item, in full, without leave.

- 3) 673.66 – Over-the-range exhaust fan/microwave unit

I have reviewed the testimony and evidence on this matter. I find there is a lack of evidence showing what the condition of the microwave was at the start of the tenancy. I do not find the absence of information in the condition inspection report regarding the microwave at the start of the tenancy is evidence that the microwave was free from damage, as the Landlord has asserted.

I note the Tenant asserts that the microwave handle was cracked when he moved in, although this is not noted in the condition inspection report. In any event, I find the Landlord has failed to sufficiently demonstrate the condition of the microwave at the start of the tenancy, as it was not included in the move-in inspection report. Further, there are no photos of the appliance at the start of the tenancy, and I also note there is no evidence demonstrating how old it was at the end of the tenancy. I find the Landlord has failed to establish that the microwave handle was not broken at the start of the tenancy, and there is a notable lack of evidence showing how old the appliance was. Microwaves are expected to last around 10 years, as per the Guidelines. However, if a microwave is beyond its useful life expectancy, it is not uncommon for components and parts to fail under normal use. Overall, I find the Landlord has not sufficiently demonstrated that the Tenant is liable for this item due to misuse or neglect.

4) \$238.52 – Bathroom Ceiling Fan

I have reviewed the testimony and evidence on this matter. It is not in dispute that the bathroom fan was functioning at the start of the tenancy. However, the parties disagree on its condition at the end of the tenancy. The Landlord stated the fan was not working, and needed replacement. However, she provided no supporting documentary evidence, and the item is not mentioned in the move-out portion of the inspection report. Further, the Tenant asserts it was working when he moved out. The Landlord bears the onus to prove this item, and I find the Landlord has failed to sufficiently demonstrate that the fan stopped working during the tenancy, and that it was due to misuse or neglect from the Tenant. I dismiss this item, in full, without leave.

5) \$223.78 – Ceiling light fixture and light bulbs

Having reviewed the testimony and evidence on this matter, I find the Landlord has failed to sufficiently demonstrate the condition of this ceiling light at the start of the tenancy, and at the end of the tenancy, such that I could be satisfied that it was the Tenant who caused the damage. I note this item is missing from the condition inspection report, and there are no photos before/after. I dismiss this item, in full, without leave.

6) \$2,100.00 – Rental Loss for March 2022

I have reviewed the testimony and evidence on this matter. I note the Tenant lived in the rental unit until the end of February 2022 and that the parties had some text message

conversations during the last month of the tenancy. I note the parties had some lingering mistrust and dysfunction relating to renovation projects the Tenant had started for the Landlord. This appears to have created some tension and mistrust leading into the end of the tenancy. However, with respect to the Landlord's claim for this particular item, for lost rent for March 2022, I note the central point made by the Landlord is that the Tenant failed to allow them access to show the unit to prospective renters during the month of February 2022. I note the Tenant said in a text message to "wait for the end of my tenancy" before showing the unit. Although the Tenant has no legal basis to prevent the Landlord from showing the unit, provided proper notice is given, I am mindful of the fact that the Landlord was also aware of this.

I note the Landlord was aware they could enter the rental unit, with 24 hours notice, even if the Tenant was not present. Despite knowing this, it does not appear the Landlord took sufficient proactive steps and measures to clearly request times for showing the unit to prospective renters. If the Landlord was aware they could enter the unit, without the consent of the Tenant, and with proper advance notice, the Landlord ought to have taken more action with respect to setting up times for viewing. Further, there is no evidence showing if and when the Landlord re-posted the ad for re-rent, and it is unclear how they tried to mitigate any potential rental loss for March 2022.

Ultimately, I find the Landlord has failed to sufficiently mitigate their loss for March 2022 rent. This item is dismissed, in full, without leave.

7) \$6,250.00 – Unpaid Rent for half of December 2021, January 2022, February 2022

I have reviewed the testimony and evidence on this matter. I find that rent is due on the first of the month, as indicated on the Tenancy Agreement. This was how the tenancy started and it was never modified in writing on the tenancy agreement itself. Then in March 2018, the Tenant requested to pay rent on the 15<sup>th</sup> of the month. The Tenant started paying rent on the 15<sup>th</sup> at that time, and this continued without issue for quite some time. The Tenant appears to have paid rent on March 15, 2018, (rather than on March 1) for the month of March 2018. Rent payments continued this way, and rent for each calendar month was paid on or around the 15<sup>th</sup> of each month, going forward. I do not find this changed the monthly rental period to the 15<sup>th</sup> of the month, to the 14<sup>th</sup> of the following month. Rather, I find the monthly rental period continued to be from the 1<sup>st</sup> to the last day of each calendar month, although payments for the respective months were made on the 15<sup>th</sup>, as this is what the parties continued to do going forward.

For this item, I note the onus is on the Landlord to demonstrate what is owed in terms of rent. I note the Landlord stated in their summary document, noted above, that the Tenant paid \$1,050.00. However, the Tenant stated he paid \$1,100.00. The Landlord did not clearly refute or rebut this and point to supporting documentary evidence as to what was paid in December 2021. As such, I find the Landlord has failed to sufficiently demonstrate what is owed for December 2021. As such, I dismiss her claim for the month of December 2021. However, I find the Tenant owes and has failed to pay rent for January and February 2022.

Section 26 of the *Act* confirms that a Tenant must pay rent when it is due unless the Tenant has a right under the *Act* to deduct all or a portion of rent. In this case, I find there is insufficient evidence the Tenant had any right to withhold and deduct amounts from the rent owed. I award the Landlord \$4,200.00 for January and February 2022 rent.

8) \$5,600.00 – Unfinished repairs

I have reviewed the testimony and evidence on this matter. I note the Landlord is seeking this item as compensation due to the unfinished repairs in the rental unit and for the expenses she incurred in getting the Tenant to complete some of the work. However, I find there is a lack of clarity regarding what the agreement was surrounding the scope of work, the terms, the price, and the timelines. There does not appear to be a clear meeting of the minds with respect to the various terms of this agreement. There is also a lack of evidence showing there was a clear agreement, up front, that the Tenant was performing this work in exchange for a rent reduction. It appears there has been a co-mingling of contracts, the tenancy agreement and the (unclear) agreement for the Tenant to remediate the flood damage in the rental unit.

I am not satisfied that there was a meeting of the minds to include the labour arrangement, as a part of the tenancy agreement. There is only poorly articulated and loosely arranged terms to complete the work, as well as contested invoices from the Tenant's construction company, and some allegations that the Tenant insisted he withhold rent to pay for some of the renovations he was contracted to complete. Ultimately, I find it more likely than not that this issue stems from issues relating to a separate commercial contract, which falls outside the scope of the *Act*. As such, I dismiss the Landlord's claim for this item for "unfinished repairs", in full, without leave.

Section 72 of the *Act* gives me authority to order the repayment of a fee for an application for dispute resolution. Since the Landlord was substantially successful in

this hearing, I order the Tenant to repay the \$100. Also, pursuant to sections 72 of the *Act*, I authorize that the security and pet deposit, currently held by the Landlord, be kept and used to offset the amount of rent still owed by the Tenant. In summary, I grant the monetary order based on the following:

<b>Claim</b>	<b>Amount</b>
Unpaid rent Jan/Feb 2022	\$4,200.00
Other:	
Filing fee	\$100.00
<b>Less:</b>	
Security and Pet Deposit currently held by Landlord	(\$2,000.00)
<b>TOTAL:</b>	<b>\$2,300.00</b>

### Conclusion

The Landlord is granted a monetary order pursuant to Section 67 in the amount of **\$2,300.00**. This order must be served on the Tenant. If the Tenant fails to comply with this order the Landlord may file the order in the Provincial Court (Small Claims) and be 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 13, 2023

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Residential Tenancy Branch