



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

A matter regarding Era West Management Inc.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes**

Landlord: MNRL-S, MNDL-S, MNDCL-S, FFL  
Tenant: MNDCT, MNSD, RPP, FFT

### **Introduction**

The Landlord filed an Application for Dispute Resolution on February 6, 2023 seeking compensation for rent owing, damage in the rental unit, and monetary loss/other money owed. They also seek reimbursement of the Application filing fee.

On April 2, 2023 the Tenant applied for: compensation for monetary loss/other money owed, the return of the security deposit/pet damage deposit, and return of personal property. They also seek reimbursement of the Application filing fee.

The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on November 14, 2023. Both parties attended the teleconference hearing. At the outset, each party confirmed they received the Notice of Dispute Resolution Proceeding and prepared documentary evidence from the other party. I proceeded with the hearing on this assurance.

### **Preliminary Matter – additional evidence**

I adjourned this hearing on October 24. I granted the Landlord the opportunity to provide written statements from witnesses during the interim period before the reconvened hearing on November 14. This was to more effectively utilize more available hearing time for this matter. I limited the opportunity for the Landlord to provide additional statements, and not other documents as evidence.

The Landlord provided written statements from witnesses; however, they provided additional other material as evidence. I remove this additional evidence (*i.e.*, not witness statements) from consideration because I was precise in my instruction to the Landlord that I would not consider additional evidence they submitted in the interim period. The Landlord had this Application in place since February 2023; I find they had ample time to prepare and serve evidence initially to the Tenant in the interest of administrative fairness.

The Tenant provided additional evidence. For the same reason as set out immediately above, I give no consideration to this evidence. The Tenant had this Application in place since April 2023 and that was ample time to provide all evidence to the Landlord and the Residential Tenancy Branch well in advance of the scheduled hearing.

### **Issues to be Decided**

Is the Landlord entitled to compensation for the rent amounts, and/or damage in the rental unit, pursuant to s. 67 of the *Act*?

Is the Landlord entitled to reimbursement of the Application filing fee?

Is the Tenant entitled to return of their security deposit and/or pet damage deposit, pursuant to s. 38 of the *Act*?

Is the Tenant entitled to compensation for monetary loss/other money owed, pursuant to s. 67 of the *Act*?

Is the Landlord obligated to return the Tenant's personal property, pursuant to s. 65 of the *Act*?

Is the Tenant entitled to reimbursement of the Application filing fee?

### **Background and Evidence**

The Landlord and Tenant each provided a copy of the tenancy agreement that was in place, starting on August 1, 2016. The rent amount was \$1,000 as at the start of the tenancy, increasing to \$1,110.15 in 2020. The Tenant paid a security deposit of \$500 and a pet damage deposit of \$500.

The agreement was initially a one-year fixed term, until July 31, 2017. Though the agreement indicated the Tenant would move out from the rental unit at that time – initialled by both parties – both the Landlord and the Tenant confirmed in the hearing that the tenancy continued on a month-to-month basis.

**Is the Landlord entitled to compensation for unpaid rent?**

The Tenant notified the Landlord that they were ending the tenancy. This was via text message on January 8, 2023, to end the tenancy in this rental unit on March 1. The Tenant stated “We are moving because of the rat infestation.”

For a rent amount owing, the Landlord claims \$1,110.15. As stated on their Application: “Tenant did not pay rent for February 2023. Tenant provided written notice on January 8<sup>th</sup>, 2023 to end tenancy as of March 1<sup>st</sup>. Tenant moved out on January 30, 2023 and did not pay rent for February 2023.”

In the hearing, the Tenant stated that they were “not disputing that I left immediately”, this because they were able to find a new living arrangement in a relatively short period of time. They acknowledged that the Landlord had a “major overhaul” of this rental unit, and the Landlord did not re-rent this rental unit to new tenants after.

**Is the Landlord entitled to compensation for damage to the rental unit?**

The Tenant signed an addendum signed by the Tenant, but not the Landlord. This contains the specific items:

- Tenant shall maintain the Premises in a neat, undamaged, clean and safe condition, dispose of all ashes, rubbish, garbage and other waste;
- No painting or renovation without property management approval;
- Tenant shall maintain the yard around the unit, there is \$75.00 for cutting and maintaining the grass if tenant do [sic] not take care of the green yard.

The Landlord provided a record of the Tenant’s move into the rental unit in 2017. This was a condition inspection report they completed with the Tenant on August 1, 2016. The record shows notes of a damaged ceiling, the need for replacement of kitchen exhaust hood/fan, a leaking refrigerator, and the specific indication that the Tenant will paint walls throughout. The parties did not sign the document upon the Tenant’s move in; however, the Tenant’s name appears on page 3 to indicate that they agree with the content of the report.

The Landlord provided pictures showing the condition of the rental unit as at the start of this tenancy. These they had from advertisement material from that time, for the purposes of renting the unit.

The Landlord provided the following on their Application regarding end-of-tenancy damage in the rental unit, indicating the amount of \$2,600 for compensation:

Tenant did not clean unit upon moving out - all rooms, windows, kitchen cabinets, bathroom fixtures, etc.; - Tenant did not repair damages that they, their guests or pets caused to the rental property: - glasses of 2 windows are broken; - 2 mirrored closet doors are missing and sliding track is damaged; - 1 door of kitchen cabinet is broken; - cover for 1 light fixture is missing; - walls and ceiling have holes. - Tenant left wood log, broken tiles and garden planter (4'x6') in backyard

In the hearing, the Landlord listed damage in the rental unit, the need for repainting, and broken windows. This required at least one week of work in order to make the unit presentable as a re-rentable living accommodation. They recalled the Tenant's claims about water issues in this rental unit over the course of the tenancy, and stated their awareness about a pest problem was limited to the adjacent unit that was also rented by the Tenant.

The Landlord and Tenant met for an inspection of this unit on January 30, 2023. In the same original report, the Landlord documented room-by-room observations. On page 3, the Tenant indicated, with a checkmark, that they "agree that this report fairly represents the condition of the rental unit." Their other notation on the document reads: "I do not agree with keeping my deposits. I will be claiming for loss and damage to my property and appliances. Only damage from an animal is from rats."

The Landlord provided several photos showing the condition of the rental unit as of the end of the tenancy. This includes damaged walls throughout, a broken window, a boarded-up entrance door, wood panels installed on a bathroom wall revealing a damaged wall underneath, and other specific points of damage within. The Landlord showed the yard was uneven and not kept up.

The Landlord provided more photos to show the state of the unit after they made a thorough clean-up and repair of damage throughout. As noted for one particular picture: "Just to demonstrate the level of preparedness of unit for the next tenant – after unit was cleaned up and repaired."

The Landlord provided an itemized worksheet for 26 separate items requiring repair or replacement, totaling \$3,985.84. In the Landlord's list are the following invoiced items with "receipt attached":

- missing bifold closet door - \$116.48 (receipt provided is \$104 each before tax)
- missing bifold closet door - \$116.48 (receipt provided is \$104 each before tax)
- missing bifold closet door - \$116.48 (receipt provided is \$104 each before tax)
- damaged countertop replacement - \$273.60 (\$173.60 + \$100 installation, receipt provided is \$155 before tax)
- damaged fan/fix shorted wiring - \$161.60 (part \$61.60 + install \$100, receipt provided shows \$54.99 before tax)
- broken window - \$482.24 (window cost \$282.24 + \$200 install, receipt provided shows \$252 before tax)
- cost of new mirror closet doors \$386.72 (\$143.36 x 2 + \$100 install, receipt provided shows \$256 before tax)
- broken window - \$482.24 (window cost \$282.24 + \$200 install, receipt provided shows \$252 before tax)

The Landlord provided a single receipt from a home-improvement store, with all items added to a single purchase. The fan was from an online source.

The Landlord listed 8 items in a second separate worksheet for cleaning, totaling \$387.50.

In the hearing the Tenant commented on different points about the state of the rental unit during the tenancy:

- the Landlord placed large shipping containers beside the rental unit around 2020 – this contributed or caused the persistent rodent problem within the rental unit
- there were multiple discussions over the years about continuing rodent problems, without resolution
- there were "improper repairs" in the rental unit by the Landlord, with either a lack of response from the Landlord on items, or haphazard maintenance by the Landlord that was not sufficient to repair items raised by the Tenant as concerns to the Landlord during the tenancy

- on specific items listed by the Landlord, they “were not going to argue or agree with items either way” – Landlord is responsible to maintain the rental unit and they did not do this, with “no maintenance in 7 years”
- the Tenant provided their own appliances in the rental unit
- the fireplace was never serviced and was leaking gas
- the Tenant did not call the Landlord for repairs, and eventually gave up on this.

The Tenant provided evidence of their communication to the Landlord on what they presented were issues in this rental unit, including the fireplace shutting off. They also provided pictures showing the unit cleaned as at the end of the tenancy. From early on in the tenancy, the Tenant had difficulty with the kitchen faucet and an overflowing toilet. There was also an incident of water entering the rental unit from the outside. The Tenant messaged the Landlord a few times about the stove lighting in early 2021.

To respond to some of what the Tenant was saying about maintenance, the Landlord pointed to witness statements they provided from others who lived at the rental unit property, including the caretaker. This took the form of responses to direct questions posed by the Landlord concerning the “Landlord-Tenant relationship”. The caretaker in particular commented on this Tenant as the source of clutter around the rental unit in the yard. The caretaker commented on the “very dirty” situation in the rental unit at the time of the final inspection. They noted the Landlord’s verification with the Tenant at the time of the inspection “if this was in fact the way [the Tenant] wanted to return the unit and [the Tenant] said yes.” The Tenant at that time also stated they would not be returning to finish cleaning in this rental unit. This was “very poor condition upon move out.”

### **Is the Tenant entitled to compensation for monetary loss/other money owed?**

On the Application, the Tenant stated: “I want compensation for loss of food, goods and value of the rental unit. I have pictures demonstrating my losses.” The Tenant provided the amount of \$5,000 as compensation to them for these losses.

The Tenant provided an assortment of pictures that show the impact of rodents in the rental unit. There is one photo depicting a loss of items. The Tenant sent miscellaneous pictures of the rodents’ entryway into the rental unit, and rudimentary repairs as a means of

preventing such entry. The Tenant provided an image of a stove that rodents destroyed, allegedly because of a nest inside that appliance. A few pictures are labelled “rat nest cleaning My household good destroyed cleaning supplies”

In the hearing, the Tenant referred the rodents being in place before they even moved in to the rental unit. The Tenant thought that they could manage this; however, when the Landlord placed shipping containers in the adjacent land area, things “became crazy”. The Tenant also noted the Landlord’s pear trees on the property as another cause of the problem. The Tenant also knew, as per an assessment provided to them by the Landlord (not in the evidence) that rodents are a problem in this particular area.

The Tenant described “years of lost personal property, for six-and-a-half years”. The Tenant asked the Landlord for help and the Landlord would place traps in the rental unit, and then deflect blame for the issue to the Tenant. The Tenant did not want to bring in a pest control company without authorization. The Tenant did not bring the issue to the Residential Tenancy Branch for prior resolution because they did not want to cause a conflict with the Landlord.

The Landlord, in response, cited the assessment report (not in the evidence) as showing the need for the Tenant to “remove clutter and water next to the [rental unit] and bird feeders”. The Tenant pointed to another unit as having a bird feeder, as well as other clutter present, with the assessment report being for a different unit entirely.)

The Landlord presented statements from other residents at the same property, including the caretaker. The new tenant in the Tenant’s former rental unit has “no issue whatsoever” and listed what they observed in the rental unit in January 2023. The Landlord-prompted statements show that other residents took appropriate steps to ensure there was no clutter, food items were properly sealed, doors were consistently closed, and other precautions were in place. The Landlord summed up the issue as saying that rodents are prevalent in the area, and they can easily enter a rental unit without precautions being taken by the Tenant.

### **Is the Landlord obligated to return the Tenant’s personal property?**

On the Application, the Tenant provided: “Gas stove Clothing Dog food goods All destroyed from rats.”

In their evidence, the Tenant's photos show miscellaneous items affected by rodents in the rental unit. This occurred at various times throughout the tenancy, growing more intense with the Landlord's placement of shipping containers adjacent to the rental unit property.

## **Analysis**

### **Is the Landlord entitled to compensation for unpaid rent?**

I find this was a periodic tenancy as of the date it ended in early 2023. The *Act* s. 45(1), covering how a tenant may end a period tenancy, mandates that this must be for a date not earlier than one month after a landlord receives such notice, for a day before the set day for rent payment.

The Landlord received a notice from the Tenant for March 1<sup>st</sup>. The Tenant moved out earlier than this, less than one month after they notified the Landlord on January 8. The Tenant was committed to the March 1 date; however, this was moved forward by the Tenant unilaterally without the Landlord's agreement.

The Tenant in the hearing acknowledged this was too early to move out and end the tenancy. I grant the Landlord compensation for the February 2023 rent, with February 28 being the actual end-date allowed as per the *Act*. This amount to the Landlord is \$1,110.15.

### **Is the Landlord entitled to compensation for damage to the rental unit?**

The *Act* s. 32(3) states that a tenant must repair damage to the rental unit that is caused by the actions or neglect of a tenant.

The *Act* s. 32(1) states:

A landlord must provide and maintain residential property in a state of decoration and repair that

- (a) complies with the health, safety and housing standards required by law, and
- (b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.



The *Act* s. 37(2) sets out that, when a tenant vacates, they must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

Under s. 67 of the *Act*, when a party makes a claim for damage or loss, the burden of proof lies with the applicant to establish the claim. In this case, to prove a loss, the Landlord must satisfy the following four elements on a balance of probabilities:

- proof that the damage or loss exists;
- proof that the damage or loss occurred due to the actions or neglect of the Tenant in violation of the *Act*, Regulation, or tenancy agreement
- proof of the actual amount required to compensate for the claimed loss or to repair the damage; and
- proof that the Landlord followed s. 7(2) of the *Act* by taking steps to mitigate or minimize the loss or damage being claimed.

The Landlord is not precluded from claiming against the deposits originally paid by the Tenant. The Landlord together with the Tenant completed inspections at the start and end of tenancy and documented this. The Landlord properly made a claim against the deposits within 15 days of receiving a forwarding address from the Tenant on January 30.

I find the Landlord provided proof that there was no cleaning completed by the Tenant at the end of the tenancy. I find the Tenant did not leave the rental unit reasonably clean, in a condition that was something beyond reasonable wear and tear. This is despite a seven-year tenancy that does not exist as an excuse for not cleaning the rental unit at the end of the tenancy. This is a positive obligation on the Tenant. From what the Tenant stated in the hearing about the need for cleaning, their response on the lack of maintenance from the Landlord throughout, as well as the caretaker's comprehensive statement about the final inspection, I find the Tenant violated s. 37 of the *Act* by not leaving the rental unit clean.

I find Landlord provided sufficient evidence to show the need for cleaning within the rental unit. Specific to cleaning, I grant the Landlord full compensation for their claimed amount of \$387.50. I find the Tenant neglected to undertake cleaning of any sort at the end of the tenancy. Another indication that the Tenant undertook no cleaning in this rental unit was their statement in regard to the neighbouring rental unit that they also moved out from at this time: the job was "too disgusting" because of a long-standing pest problem.

In this matter, the Tenant submitted many messages showing their ongoing messaging to the Landlord about the need for repairs. It is apparent that issues came up constantly during this tenancy, and were ongoing.

I note the Landlord, as per s. 32(1) of the *Act*, was also obligated to provide and maintain the property in a state of repair that complies with health, safety and housing standards required by law. I find there are aspects to what the Landlord presented that lie entirely within their ambit of responsibility as the owner/manager of the property:

- It appears there was never any yard upkeep. From what the Landlord presented as photos of this area, I conclude the Tenant did not maintain the yard space as required by the addendum clause set out above. However, more importantly, I conclude the Landlord did not inspect the area over the course of the tenancy, and it appears the Landlord did not follow up with the Tenant in specific regard to that addendum clause. Because of this, and the state of the yard that deteriorated over the course of seven years, I grant no compensation to the Landlord for any work involved with the yard.
- Similarly, the addendum specifies “No painting or renovation without property management approval.” I conclude there were no periodic inspections during this seven-year tenancy in which the Landlord assessed the condition of the rental unit on an ongoing basis. I make this conclusion with regard to the number of messages submitted by the Tenant to the Landlord about various aspects of the rental unit – this was continual. I find the Tenant added wood panelling of some sort to at least one of the bathroom walls, and bedroom walls appear to have some added hooks. I find the Landlord’s non-action on these items constitutes an implicit approval of these adaptations/renovations by the Tenant. I grant no compensation for any of the work involved with repair or dismantling these pieces, which the Landlord did not specify in their claim, but I add this conclusion as a record of the Landlord’s failure to make periodic inspections over the course of the tenancy. This contributed to a higher-than-necessary list of claims – non-mitigated – by the Landlord in regard to the poor upkeep of the rental unit over the course of this tenancy.

I apply this same logic to what the Landlord claims as compensation for repairs to walls and painting. I attribute this to either wear and tear over the course of the tenancy. Alternately, this was the Landlord’s failure to maintain the property to a significant degree over the course of this tenancy.

In passing, I note with regard to the addendum: it bears the Tenant’s signature, but not that of the Landlord. I conclude the Landlord disregarded these specific terms therein, and apparently was not bound to ensure or monitor the Tenant’s compliance. The Landlord did not make the effort, over the course of this tenancy,

to hold the Tenant accountable for any obligation these terms may have been intended to confer.

One other error in regard to the addendum: clause 11 is non-conclusive and non-specific about any obligations from the Tenant upon vacating the premises.

In sum: the condition of the rental unit deteriorated over the course of the tenancy and many aspects were simply unacceptable in regard to regular maintenance. I find the Landlord equally responsible for portions of this over the course of the tenancy as a failure to mitigate damage in the rental unit.

In light of the above, and with consideration to the length of this tenancy, as well as regard to the character and location of the rental unit as well as separate components thereof, I still find the Tenant caused damage/loss to the Landlord in this rental unit because of their actions/neglect. What carries the most weight in this scenario is the abundance of pictures the Landlord provided showing the state of the rental unit at the end of the tenancy.

With respect to the Landlord's proof of the amounts involved to repair certain items within the rental unit, I find the information is lacking on repair to walls or other items – the Landlord appears to have indicated, alternately, either \$50 or \$100 depending on the size of the work involved. I find this is inaccurate, especially with respect to listed items such as “damaged door” or work on the walls. In any case I find that after seven years of this tenancy, all walls within the rental unit would have required painting in any event. I note also that it appears that painting was the Tenant's responsibility at the start of the tenancy: “Tenant painting” is noted throughout the condition inspection report from that first inspection.

For these reasons, I dismiss any pieces of the Landlord's list for repaired/replaced items that are not verified by receipts or invoices. Either the work involved was because of wear and tear over the course of this tenancy, or the Landlord failed to mitigate repairs/damage in this rental unit over the course of the tenancy by not holding the Tenant accountable for addendum items. Very loose estimates for items of repair over the course of this tenancy which the Landlord appears to note have monitored adequately are not eligible for compensation.

The Landlord provided specific items of repair/replacement that I find are legitimate and verified with evidence, such as photos. I find, for each listed item:

- The Landlord has justified and provided sufficient evidence for replacement of three closet bi-fold doors. These are missing as shown in the pictures. These are listed

specifically in the final condition inspection report. I find this is not attributable to wear/tear after seven years of this tenancy. I grant compensation for \$349.44 in total.

- I find the Landlord has established the basis for compensation for windows needing to be replaced in the rental unit. I cannot attribute broken windows to reasonable wear/tear over the course of this tenancy. I grant compensation for \$964.48 in total.
- The Landlord provided evidence that shows there were mirrored doors in one bedroom closet that were not present at the end of the tenancy. This is not reasonable wear/tear. I grant compensation for \$386.72.

While the Landlord provided specific information on the cost of countertop replacement, I find what they provided for pictures is not sufficient to show the damage thereof. This is without any information on the age of the countertops. For some odd reason, the countertop detail shown in two photos, a white surface, does not match the image of what the Landlord presented at the state of the kitchen at the start of the tenancy. There was no reference to countertops in the final condition inspection report.

There was no reference to a fan/wiring needing replacement in the final condition inspection report. There was no picture showing what this damage consisted of. With no evidence thereof, I grant no compensation for this specific item.

In sum, I grant the Landlord \$1,700.64 for damage in the rental unit as of the end of this tenancy. As set out above, I dismiss other pieces listed by the Landlord because of what I found was their lack of management/maintenance, or follow-up with the Tenant, over the course of this tenancy.

### **Is the Landlord entitled to reimbursement of the Application filing fee?**

The Landlord was successful in this Application. I find it was necessary for the Landlord to bring this Application forward in order to resolve the matter. I grant the Landlord reimbursement of the \$100 Application filing fee.

In conclusion on the Landlord's Application, The total award to the Landlord in this matter is \$3,298.29.

**Is the Tenant entitled to compensation for monetary loss/other money owed, pursuant to s. 67 of the Act?**

The *Act* s. 32(1) states:

A landlord must provide and maintain residential property in a state of decoration and repair that

- (a) complies with the health, safety and housing standards required by law, and
- (b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

The *Act* s. 32(2) states:

A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.

The *Act* s. 65(1)(f) sets out that if there is a finding by an arbitrator that a landlord has not complied with the *Act*, they may reduce past rent “by an amount that is equivalent to a reduction in the value of a tenancy agreement.”

As set out above, a party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities.

To be successful in a claim for compensation for damage or loss the Tenant has the burden to provide sufficient evidence to establish the following four points:

- that a damage or loss exists;
- that the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
- the value of the damage or loss; **and**
- steps taken, if any, to mitigate the damage or loss.

I find this problem continued for quite some time as provided for by the Tenant in the hearing. This was basically since the start of the tenancy. I place weight on the Tenant's statements that they did not seek consultation with or hire pest control services (with or without the Landlord's approval), nor did they bring the issue before the Residential Tenancy Branch to resolve the issue. I conclude the Tenant let the problem persist without resolution; therefore, I find the Tenant did not mitigate the issue during the tenancy. This is

particularly more of a concern with a rodent issue where they become ingrained, and the problem easily multiplies without proper cleanliness and sanitary standards.

Over the course of time this was difficult for the Tenant to track, yet I find only the barest explanation to provide detail of their loss was in place on the Application. I find this is not sufficient evidence to show that damage/loss of personal property occurred, such that compensation from the Landlord would be in order. I find there is not even an approximation in value of personal items. The Tenant provided pictures showing the extent of the rodent problem; however, this does not help to itemize specific pieces of loss or their approximate value. From this, I conclude there is no proof of the value of the damage or loss to the Tenant.

On the Application, the Tenant also phrased the issue in terms of “compensation for . . . value of the rental unit.” I find the Tenant is referring to a decrease in the value of the tenancy to them as the result of an ongoing rodent problem. I find the Tenant did not prove, definitively, that the Landlord was not assisting with the issue of rodents. The Tenant was obligated, as per s. 32(2) to maintain standards while they resided in the rental unit. From what the Landlord presented on the state of the rental unit as of the end of this tenancy, I find the Tenant did not maintain standards. This effectively cancels out the Tenant’s claim that the Landlord was not responsive to maintenance or repair issues, and I cannot conclude that the issue of rodents arises exclusively from the Landlord not complying with s. 32(1). I find the Tenant is more to blame for this ongoing issue rather than the Landlord.

For these reasons, I dismiss the Tenant’s claim for compensation/monetary loss without leave to reapply.

### **Is the Landlord obligated to return the Tenant’s personal property?**

The *Act* s. 65(1)(e) provides that, in the instance where a landlord has not complied with the legislation/tenancy agreement, an arbitrator may order “that personal property seized or received by a landlord. . . must be returned.”

I find what the Tenant described was a complete loss of items. This is not personal property that the Landlord had seized or otherwise received. I find this section of the *Act* is not applicable to the situation.

The Tenant did not present that their personal property (any part thereof) remains with the Landlord after the tenancy ended. I find they are claiming relief for loss of property in the form of compensation. I dismiss this piece of the Tenant's Application, without leave to reapply, for this reason.

**Is the Tenant entitled to reimbursement of the Application filing fee?**

The Tenant was not successful in their Application; therefore, I grant no reimbursement of the Application filing fee to them.

**Is the Landlord entitled to retain all/part of the Tenant's security deposit and/or pet damage deposit?**

**Is the Tenant entitled to return of their security deposit and/or pet damage deposit, pursuant to s. 38 of the Act?**

The Act s. 72(2) gives an arbitrator the authority to make a deduction from any deposit held by a landlord. The Landlord has established a claim of \$3,298.29. I authorize the Landlord to keep the full amounts of each deposit -- \$500 each -- in satisfaction of this compensation. After the deduction of \$1,000, there is a balance of \$ 2,298.29 owing from the Tenant.

There is no return of either the security deposit or the pet damage deposit to the Tenant. The Tenant was not successful in this Application; therefore, I grant no reimbursement of the Application filing fee to them.

**Conclusion**

I dismiss the Tenant's Application in full, without leave to reapply.

Pursuant to s. 67 and 72 of the Act, I grant the Landlord a Monetary Order in the amount of \$2,298.29. I provide the Landlord with this Monetary Order, and they must serve this Monetary Order to the Tenant as soon as possible. Should the Tenant fail to comply with this Monetary Order, the Landlord may file this Monetary Order with the Small Claims Division of the Provincial Court where it will be enforced as an Order of that Court.

I make this decision on the authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the *Act*.

Dated: November 24, 2023

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Residential Tenancy Branch