

DECISION

Introduction

This hearing was convened following applications for dispute resolution from both parties under the *Residential Tenancy Act* (the Act), which were heard simultaneously.

The Tenant requests the following:

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) under sections 46 and 55 of the Act
- cancellation of the landlord's One Month Notice to End Tenancy for Cause (the One Month Notice) under section 47 of the Act
- a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act
- an order regarding the tenant's dispute of a rent increase by the landlord under section 41 of the Act
- an order for the landlord to provide services or facilities required by law under section 27 of the Act
- an order to suspend or set conditions on the landlord's right to enter the rental unit under section 70(1) of the Act
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act
- authorization to recover the filing fee for this application from the landlord under section 72 of the Act

The Landlord requests the following:

- an Order of Possession after issuing the 10 Day Notice under section 55(2) of the Act;
- a Monetary Order for unpaid rent under section 67 of the Act;
- compensation for damage caused by the tenant, their pets or guests to the unit, site or property;
- compensation for my monetary loss or other money owed under section 67 of the Act;
- authorization to recover the filing fee for this application from the landlord under section 72 of the Act.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

As the Landlords acknowledged service of the Proceeding Package, I find they were duly served in accordance with the Act.

As the Tenants acknowledged service of the Proceeding Package, I find they were duly served in accordance with the Act.

Service of Evidence

The parties acknowledged receipt of each other's documentary evidence.

I find that the tenant's evidence was served to the landlord in accordance with section 88 of the Act.

I find that the landlord's evidence was served to the tenant in accordance with section 88 of the Act.

Issues to be Decided

Should the Landlord's 10 Day Notice be cancelled? If not, is the Landlord entitled to an Order of Possession?

Should the Landlord's One Month Notice be cancelled? If not, is the Landlord entitled to an Order of Possession?

Is the tenant entitled to compensation for my monetary loss or other money owed?

Is the tenant entitled to an order regarding their dispute of a rent increase by the landlord under section 41 of the Act

Is the tenant entitled to an order requiring the landlord to provide services or facilities required by law under section 27 of the Act?

Is the tenant entitled to an order suspending or setting conditions on the landlord's right to enter the rental unit or site?

Is the tenant entitled to an order requiring the landlord to comply with the Act, regulation or tenancy agreement?

Is the tenant entitled to recover the filing fee for their application from the landlord?

Is the landlord entitled to an Order of Possession after issuing the 10 Day Notice?

Is the landlord entitled to a Monetary Order for unpaid rent?

Is the landlord entitled to compensation for damage caused by the tenant, their pets or guests to the rental unit?

Is the landlord entitled to compensation for my monetary loss or other money owed?

Is the landlord entitled to recover the filing fee for their application from the tenant?

Preliminary Matters

Despite having applied to dispute both eviction notices, the Tenants moved out September 8. As a result, a number of the claims submitted were rendered moot. My analysis and decisions with respect to these claims is provided below.

Should the Landlord's 10 Day Notice be cancelled? If not, is the Landlord entitled to an Order of Possession?

At the outset of the hearing, the Tenants indicated that they had vacated the property on September 8, 2023. The Landlords confirmed they had possession of the property. As the tenancy has ended, I have determined this aspect of the Tenants' claim is redundant and have dismissed it without leave to reapply.

Should the Landlord's One Month Notice be cancelled? If not, is the Landlord entitled to an Order of Possession?

At the outset of the hearing, the Tenants indicated that they had vacated the property on September 8, 2023. The Landlords confirmed they had possession of the property. As the tenancy has ended, I have determined this aspect of the Tenants' claim is redundant and have dismissed it without leave to reapply.

Is the tenant entitled to compensation for my monetary loss or other money owed?

With respect to this aspect of the Tenants' claim they have indicated that they are requesting "6 months to find a place to live", adding that they do not feel they should be obligated to pay rent as there are aspects of the house that they are unable to use due to the Landlord's failure to provide repairs in a timely manner.

At the outset of the hearing, the Tenants indicated that they had vacated the property on September 8, 2023. The Landlords confirmed they had possession of the property. For this reason, I have determined that the Tenants' claim for six months to find a place to live is redundant and dismissed it without leave to reapply.

Is the tenant entitled to an order regarding their dispute of a rent increase by the landlord under section 41 of the Act?

The rent increase disputed was scheduled to have taken effect on November 1, 2023. The Tenants indicated that they had vacated the property on September 8, 2023. The tenancy has ended and the rent increase did not occur. For this reason, I have

determined this aspect of the Tenants' claim is redundant and have dismissed it without leave to reapply.

Is the Tenant entitled to an order requiring the landlord to provide services or facilities required by law under section 27 of the Act?

The Tenants requested that the repair the master bedroom floor. The Tenants indicated that they had vacated the property on September 8, 2023. As the tenancy has ended, I have determined this aspect of the Tenants' claim is redundant and have dismissed it without leave to reapply.

Is the tenant entitled to an order suspending or setting conditions on the landlord's right to enter the rental unit or site?

The Tenants indicated that they had vacated the property on September 8, 2023. As the tenancy has ended, I have determined this aspect of the Tenants' claim is redundant and have dismissed it without leave to reapply.

Is the tenant entitled to an order requiring the landlord to comply with the Act, regulation or tenancy agreement?

The Tenants requested that the Landlord undertake to have a professional address a number of repairs and refrain from attending the property. The Tenants indicated that they had vacated the property on September 8, 2023. As the tenancy has ended, I have determined this aspect of the Tenants' claim is redundant and have dismissed it without leave to reapply.

Is the tenant entitled to recover the filing fee for their application from the landlord?

As the tenant was not successful in this application, the tenant's application for authorization to recover the filing fee for this application from the landlord under section 72 of the Act is dismissed, without leave to reapply.

Is the landlord entitled to an Order of Possession based on the 10 Day Notice?

At the outset of the hearing, the Tenants indicated that they had vacated the property on September 8, 2023. The Landlords confirmed they had possession of the property. As the tenancy has ended, I have determined this aspect of the Landlord' claim is redundant and have dismissed it without leave to reapply.

Background and Evidence

I have reviewed all evidence, including the testimony of the parties, but will refer only to what I find relevant for my decision.

A move-in inspection was conducted by the parties on September 29, 2022, and the tenants signed the report agreeing that the report fairly represented the condition of the rental unit.

On August 27, 2023, the Landlords served the Tenants with One Month Notice to End Tenancy Issued for Cause as a result of their determination that the Tenants were keeping additional pets without their consent, which the Landlords alleged was a breach of a material term of the tenancy agreement.

On September 2, 2023, the Landlord served the Tenants with 10 Day Notice to End Tenancy Issued for Unpaid Rent as a result of the Tenants' failure to pay rent due on September 1.

The Tenants completed an Application for Dispute Resolution on September 5. In it, they claimed that they were withholding rent as a result of the Landlord's failure to repair problems with the floor in their master bedroom which they believed made it unsafe for occupation.

Despite having applied to dispute both eviction notices, the Tenants moved out September 8.

On September 9, the Landlords completed their own application for dispute resolution, claiming for an order of possession of the property and a monetary award for damages to the property.

The tenants said that they left the Landlords a voicemail on September 12 indicating that they could pick up the keys to the rental unit. The Tenants said they also tried texting the Landlords. The Tenants added that they had been informed that the Landlords reinstalled a gate on the property on September 12 and so proposed they would have known that the Tenants had vacated at this time as their three vehicles and work trailers were gone.

The Landlords denied receiving any voicemails or text messages on September 12. He said that the first text received from them was on September 17, and in it they wrote "Hey Gary, you may get the keys on Monday September 18 in Surrey". The Landlords said that they received no prior notice that the Tenants were vacating and added that the fact that the Tenants disputed both Notices led them to believe the Tenants intended to remain in the rental property.

The Tenants said that the Landlords did not get back to them until September 21, and that the Landlords had indicated that they could not participate in an inspection of the property until September 26.

On September 26 both parties attended a condition inspection. Although a condition inspection report was completed by the Landlord, the Tenant refused to sign the document. The Tenant did not provide their forwarding address.

The Landlords claimed that the property was in terrible condition, that it was filthy, had a strong odour of pets, and that there was extensive damage to the walls in the master bedroom and hallways. In addition, the toilet was not flushing properly, and the kitchen sink was not draining properly. In addition, the Tenants had left behind a sofa.

Drywall repair and paint

The Tenants said that many of the holes in the walls were there from previous tenants and were being unfairly attributed to them.

The Landlords indicated that they received a quote of \$1,620.00 for drywall repair and paint and that they were proceeding with these repairs which will be required prior to occupation by another tenant.

Carpets

The Landlords paid a company \$262.50 for the carpets to be steam cleaned. Despite this, a strong pet odour remained. They were advised that they would need to consider removing all of the carpets as it appears that urine from the Tenants' three dogs had soaked through the carpet and underlay. The Tenants did not disagree with the Landlord's claim as to this damage.

Plumbing

The Landlords indicated that they paid a plumbing company \$272.95 for the repairs to the kitchen sink and toilet. They also paid \$188.16 to purchase a new toilet.

The Landlords subsequently hired a plumber to fix the toilet and sink. The plumber retrieved a pencil crayon and a plastic knife from the toilet which the Landlord proposed would have been placed there by the guests of the Tenants as he had observed children visiting at the residence. The plumber also recommended that the toilet be replaced as he suspected that could be an additional item lodged within the toilet which he was unable to remove.

The plumber retrieved knives from the kitchen sink plumbing which the Landlord proposed were as a result of the actions of the Tenants. He reached this conclusion as he said the previous tenant did not indicate a problem with either the sink or the toilet.

The Tenants countered that they do not use plastic utensils as his children are 12 and 14 and the metal utensils retrieved do not match their own. RA proposed that the pencil crayon was planted while he was out of the room so as to provide the Landlords with a justification for holding the Tenants responsible for repair bill.

Removal of Tenants' items

The Landlords indicated that they received a quote of \$333.90 for the removal items left behind by the Tenants, notably, the Tenants' sofa.

The Tenants agreed that they did not return for the sofa. The Tenants argued that they should not be held responsible for the cost of the removal of the sofa, alleging that the Landlords had threatened to call the police if they returned to the property.

The Landlord countered that he had asked that the Tenants contact him to schedule retrieval of the sofa, but that they did not follow up in this regard.

Cleaning

The Tenants agreed that they had not cleaned the rental unit prior to vacating and explained that they would have taken steps to clean and repair the rental unit but did not due to their having received the two eviction notices and believing that they only had 10 days to move out. The Tenants also said that around the time of their departure RA was going to have to be away for work and he felt it was not safe for his family to have been there for two weeks while he was away.

The Landlords indicated that they were received a quote of \$984.90 for housecleaning services, on the basis that the house required a deep clean in order to get it into rentable condition. The Landlords explained that they had not yet paid for this as it had been recommended that the cleaning be performed after the drywall repair is complete so to ensure that any dust left behind is removed as well. The Landlords insisted this will be required prior to occupation by another tenant.

Analysis

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.

Is the landlord entitled to a Monetary Order for unpaid rent?

Section 26 of the Act states that a tenant must pay rent to the landlord, regardless of whether the landlord complies with the Act, regulations or tenancy agreement, unless the tenant has a right to deduct all or a portion of rent under the Act.

The Landlords' uncontested evidence is that the Tenants failed to pay rent for September, which was due on the first day of the month.

Based on the evidence before me, I find that the landlord has established a claim for unpaid rent owing in the amount of \$3,000.00 for the month of September.

The tenancy agreement also indicates that “The Tenant will be charged an additional amount of \$25.00 per infraction for any Rent that is received after the greater of 1 day after the due date and any mandatory grace period required under the Act, if any.” It is not disputed that the Tenants did not pay rent for September. In the circumstances I find that the Landlords are entitled to an additional amount of \$25.00 with regards to the late fee.

Section 67 of the Act states that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party.

Therefore, I find the landlord is entitled to a Monetary Order for unpaid rent under section 67 of the Act, in the amount of \$3,025.00.

Is the landlord entitled to compensation for damage caused by the tenant, their pets or guests to the rental unit?

Under section 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 landlord 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 tenant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

Cleaning

With regard to the Landlords’ claim for damages, I am satisfied that they inspections were conducted at the time that the Tenants’ occupancy began and at its conclusion. While that the Tenants did not sign the final inspection report, I note that the vast majority of the comments added by the Landlord pertain to essentially every item in every room being “dirty”. The Tenants agreed that they had not cleaned the rental unit prior to their departure. The Landlords provided numerous photographs in support of their contention that the rental was not clean following the Tenants’ departure. I have reviewed these photos and find that they corroborate the Landlords’ position as to the state of the property.

While the Tenants explained that they would have taken steps to clean and repair the rental unit but did not due to their having received the two eviction notices and believing that they only had 10 days to move out, I do not accept that the Tenants’ believed that they only had 10 days to move out. They had applied for dispute resolution with respect

to both Notices and were therefore under no obligation to vacate pending the hearing of their applications.

The Tenant also said that around the time of their departure he was going to have to be away for work and he felt it was not safe for his family to have been there for two weeks while he was away. I do not find the Tenants' claims that their safety was in jeopardy to be convincing. Rather, I find the Tenants' actions are indicative of their intention to avoid responsibility for the state of the property. In reaching this conclusion I also note that the Tenants did not provide the Landlords with any advance notice that they were vacating the property. I have preferred the Landlord's evidence that the first indication they received that the Tenants were vacating was on September 17, nine days after the Tenants had left. As a result of the foregoing, I find the Tenants credibility has been significantly diminished.

I am satisfied that the Landlords incurred damages as a result of the Tenants failure to clean the house, that the damages occurred due to the neglect of the Tenants, that the amount required to repair the damage is \$984.90 for housecleaning services, and that the Landlord took steps to minimize the damages being claimed and avoid duplication by arranging for the cleaning to occur after all repairs were completed.

Drywall repair and paint

The Landlords indicated that they were received a quote of \$1,620.00 for drywall repair and paint required following the removal of items mounted to the walls.

The Tenants said that many of the holes in the walls were there from previous tenants and were being unfairly attributed to them.

I am satisfied that the Landlords incurred damages as a result of the Tenants failure to repair and paint drywall surfaces following the removal of their items. However, having reviewed the condition inspection report, I am satisfied that there were some nail holes, marks, and "putty spots" which preceded the Tenants' occupation of the rental unit.

In the circumstances, I find not all of the damages occurred due to the neglect of the Tenants. Upon consideration of the additions to the move out inspection report and the photos provided by the Landlord I find that the amount required for drywall repair and paint that the Tenants are responsible for is \$1,000.00. I find that the Landlord took steps to minimize the damages being claimed by seeking multiple quotes for these repairs.

Carpets

The Landlords paid a company \$262.50 for the carpets to be steam cleaned. Despite this, a strong pet odour remained. They were advised that they would need to consider removing all of the carpets as it appears that urine from the Tenants' three dogs had soaked through the carpet and underlay.

The Tenants did not seriously dispute the Landlords claim that their pets were responsible for damages to the carpets.

I am satisfied that the Landlords incurred damages as a result of the Tenants' pets urinating on the carpets, that the damages occurred due to the neglect of the Tenants, that the amount required to repair the damage is \$262.50 for carpet steam-cleaning, and that the Landlord took steps to minimize the damages being claimed by acting promptly.

Plumbing

The Landlords indicated that they paid a plumbing company \$272.95 for the repairs to the kitchen sink and toilet. They also paid \$188.16 to purchase a new toilet.

The plumber retrieved knives from the kitchen sink plumbing which the Landlord proposed were as a result of the actions of the Tenants. He reached this conclusion as he said the previous tenant did not indicate a problem with either the sink or the toilet.

The Tenants countered that they do not use plastic utensils as his children are 12 and 14 and the metal utensils retrieved do not match their own. RA proposed that the pencil crayon was planted while he was out of the room so as to provide the Landlords with a justification for holding the Tenants responsible for repair bill.

I have previously determined that the Tenants' credibility has been diminished by their attempts to avoid responsibility for the state that the property was left in. For this reason, I have preferred the Landlords' evidence in this context as well.

I am satisfied that the Landlords incurred damages as a result of the Tenants allowing items to become lodged in the sink and toilet, that the damages occurred due to the neglect of the Tenants, that the amount required to repair the damage is \$272.95 for plumbing repairs and \$188.16 to purchase a new toilet, and that the Landlord took steps to minimize the damages being claimed by acting promptly.

Removal of Tenants' items

The Landlord indicated that they were quoted \$333.90 for the removal items left behind by the Tenants, notably, the Tenants sofa.

The Tenants agreed that they did not return for the sofa. The Tenants argued that they should not be held responsible for the cost of the removal of the sofa, alleging that the Landlords had threatened to call the police if they returned to the property.

The Landlord countered that he had asked that the Tenants contact him to schedule retrieval of the sofa, but that they did not follow up in this regard.

I am satisfied that the Landlords incurred damages as a result of the Tenants neglecting to remove their sofa, that the damages occurred due to the neglect of the Tenants, that the amount required to have the sofa removed and disposed of is \$333.90, and that the Landlord took steps to minimize the damages by obtaining multiple quotes.

I find that with respect to damages caused by the Tenants and their pets to the rental unit, the Landlords are entitled are to \$3,042.41, calculated as follows:

| | |
|-------------------------|------------------|
| Cleaning | \$ 984.90 |
| Drywall repair | \$1,000.00 |
| Carpets | \$ 262.50 |
| Plumbing | \$ 272.95 |
| Toilet | \$ 188.16 |
| <u>Removal of items</u> | <u>\$ 333.90</u> |
| Total | \$3,042.41 |

Security Deposit

The Landlord continues to hold the Tenants' security deposit of \$1,500.00 in trust.

Section 38 of the Act states that within 15 days of either the tenancy ending or the date that the landlord receives the tenant's forwarding address in writing, whichever is later, a landlord must repay a security deposit to the tenant or make an application for dispute resolution to claim against it.

As the Landlords made their application on September 9, 2023, prior to the Tenants' departure, I find that the Landlords were authorized to hold the Tenants' deposit until they received a decision from an arbitrator concerning their matter.

In accordance with the off-setting provisions of section 72 of the Act, I order the Landlord to retain the Tenants' security deposit in partial satisfaction of the monetary orders.

Pet Damage Deposit

The Landlord also continues to hold the Tenants' pet damage deposit of \$1,500.00 in trust.

A landlord may apply to keep all or a portion of the deposit but only to pay for damage caused by a pet.

In this instance, the Landlord claimed due to a strong pet odour they paid a company \$262.50 for the carpets to be steam cleaned. Despite this, remained. They were also advised that the smell was likely due to pet urine soaking through the carpet and underlay.

In accordance with the off-setting provisions of section 72 of the Act, I order the Landlord to retain \$262.50 worth of the Tenants' pet damage deposit in partial satisfaction of the monetary orders.

Is the landlord entitled to compensation for my monetary loss or other money owed?

The Landlords contend that they were unable to secure tenants for the rental unit for the month of October as a result of:

- not receiving proper and adequate notice from the Tenants' of their decision to vacate the property, and
- the property not being suitable for occupation due to the poor condition that it was left in by the Tenants.

To reiterate, under section 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 landlord 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 tenant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

I accept that the Landlords were unable to secure tenants for the rental unit for the month of October and that a loss was incurred.

I accept that loss occurred due to the actions of the Tenants, in that the property was not suitable for occupation due to the poor condition that it was left in by the Tenants.

I also find that this loss is attributable to the Landlords not receiving proper and adequate notice from the Tenants of their decision to vacate the property. Specifically, I have preferred the Landlords' evidence that they did not receive any indication of the Tenants' intention to vacate until September 17.

I am satisfied that the amount required to compensate for the loss of rent for October is \$3,000.00.

I am satisfied that the Landlords took steps to mitigate or minimize the loss or damage being claimed. As already indicated, as a result of the state that the property was left in, extensive repairs were required. The Landlords' ability to promptly attend to these repairs was hindered by the Tenant's decision not to provide notice of their decision to

vacate. I accept that once the Landlords learned that the property was vacant and that it required extensive cleaning and repairs, they took action to remedy this.

Based on the evidence before me, the testimony of the parties, and on a balance of probabilities, I find that the Landlords have established a claim for loss of \$3,000.00 with respect to the loss of rent for October.

The Landlord also proposed claiming for loss of rent for November due to his conclusion that he will be unable to secure a tenancy for this month as well.

Section 67 of the Act requires proof that the damage or loss exists. As this would be a prospective loss, it does not yet exist. For this reason, I find that the Landlords have not established a claim for loss of rent for November.

The Landlord also claimed liquidated damages pursuant to term 71 of the tenancy agreement which states that "If the Tenant moves out prior to the natural expiration of this Lease, a re-rent levy of \$3,000.00 will be charged to the Tenant."

A liquidated damages clause is a clause in a tenancy agreement where the parties agree in advance as to the damages payable in the event of a breach of the tenancy agreement. The amount agreed to must be a genuine pre-estimate of the loss at the time the contract is entered into, otherwise the clause may be held to constitute a penalty and as a result will be unenforceable.

The Landlords did not indicate what their costs associated with re-renting the rental unit were. For this reason, I am not convinced that the damages under this term of the contract compensate the Landlords for the cost of finding new tenants. Given the amount, I find it more likely than not that the clause was designed to compensate them for loss of one month's rent in the event that the Landlords are unable to secure tenants for the month following the Tenants' departure.

If an amount charged is not in proportion to the costs the landlord would incur as a result of the triggering event, the clause will be a penalty. As the tenancy agreement requires the Tenants pay the Landlords a significant sum and have not provided any corresponding justification for it, I find the liquidated damages clause is punitive in nature and therefore invalid. I make no award for this amount claimed by the Landlord.

Section 67 of the Act states that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. Therefore, I find the Landlord is entitled to a Monetary Order for the loss of rent for October under sections 67 of the Act, in the amount of \$3,000.00.

Is the landlord entitled to recover the filing fee for their application from the tenant?

As the landlord was successful in this application, the landlord's application for authorization to recover the filing fee for this application from the tenant under section 72 of the Act is granted.

Conclusion

The tenant's application for cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) under section 46 of the Act is dismissed, without leave to reapply.

The tenant's application for cancellation of the landlord's One Month Notice to End Tenancy for Cause (the One Month Notice) under section 47 of the Act is dismissed, without leave to reapply.

The tenant's application for a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement is dismissed, without leave to reapply.

The tenant's application for an order regarding the tenant's dispute of a rent increase by the landlord under section 41 of the Act is dismissed, without leave to reapply.

The tenant's application for an order for the landlord to provide services or facilities required by law under section 27 of the Act is dismissed, without leave to reapply.

The tenant's application for an order to suspend or set conditions on the landlord's right to enter the rental unit under section 70(1) of the Act is dismissed, without leave to reapply.

The tenant's application for an order requiring the landlord to comply with the Act, regulation or tenancy agreement under section 62 of the Act is dismissed, without leave to reapply.

The tenant's application for authorization to recover the filing fee for this application from the landlord under section 72 of the Act is dismissed, without leave to reapply.

The landlord's application for an Order of Possession after issuing the 10 Day Notice under section 55(2) of the Act is dismissed, without leave to reapply;

The landlord's application for a Monetary Order for unpaid rent under section 67 of the Act is granted;

The landlord's application for compensation for damage caused by the tenant, their pets or guests to the unit, site or property is granted;

The landlord's application for compensation for my monetary loss or other money owed under section 67 of the Act is granted;

The landlord's application for authorization to recover the filing fee for this application from the landlord under section 72 of the Act is granted.

I grant the landlord a Monetary Order in the amount of **\$7,404.91** under the following terms:

| Monetary Issue | Granted Amount |
|-------------------------------|-----------------------|
| Unpaid Rent | \$3,025.00 |
| Damages to the property | \$3,042.41 |
| Monetary Loss | \$3,000.00 |
| Filing fee | \$100.00 |
| Retention of Security Deposit | -\$1,500.00 |
| Retention of Pet Deposit | -\$262.50 |
| Total Amount | \$7,404.91 |

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: November 8, 2023

Residential Tenancy Branch