



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties under the *Residential Tenancy Act* (the “Act”). The matter was set for a conference call.

The Landlord’s Application for Dispute Resolution was made on September 25, 2023. The Landlord applied for a monetary order for damage to the rental unit or common areas, permission to retain the security and pet damage deposits (the “deposits”) and to recover their filing fee.

The Tenants’ Application for Dispute Resolution was made on January 20, 2024. The Tenants applied for a monetary award for monetary loss or other money owed and the return of their filing fee.

Both the Tenants and the Landlord attended the hearing and were each affirmed to be truthful in their testimony. The Tenants and the Landlord were provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all evidence and testimony 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 Issue – Res Judicata

Both the parties agreed that the Tenants had filed for a previous proceeding with the Residential Tenancy Branch, file numbers recorded on the style of cause page of this decision. The results of which, the Tenants were awarded a \$10,218.15 monetary award against the Landlord, that included the return of the \$1,500.00 security deposit and \$1,500.00 pet damage deposit in full to the Tenants for this tenancy.

Tenants' Application:

At the outset of these proceedings the Tenants' applications to the previous proceedings and these proceedings was reviewed, and it was noted that the Tenant's had filed a claim under section 38(6) of the Act, to the recover of the doubled value of their security and pet damage deposits in both these proceedings and in the previous preceding.

Res judicata is the legal doctrine preventing, the rehearing of an issue that has been previously settled by a decision determined by an Officer with proper jurisdiction.

As a previous arbitrator had already made a determination regarding the Tenants' claim under section 38(6) of the Act, I find that the principle of *res judicata* bars me from considering the Tenants' request under this same section again in this application.

However, I will proceed in this hearing on the Tenants' remaining claims.

Landlord's Application:

At the outset of these proceedings the Landlord's application was reviewed, and it was noted that the Landlord has applied to retain both the \$1,500.00 security deposit and \$1,500.00 pet damage deposit for this tenancy.

As stated above, both parties have already agreed that the issue of the security and pet damage deposits had already been determined in a previous proceeding with the Residential Tenancy Branch conducted on July 11, 2023, with the resulting decision and order being issued on July 20, 2023.

Instead, or returning the deposits as ordered the Landlord filed this application on September 25, 2025, making a claim against both the \$1,500.00 security deposit and \$1,500.00 pet damage deposit for this tenancy in these proceedings.

As the matter of the security and pet damage deposits has already been determined in a decision of this office, I find that the principle of *res judicata* bars me from considering the Landlords' request for permission to retain the deposits and for this tenancy.

However, I will proceed in this hearing on the Landlord's remaining claims.

The Landlord is ordered to comply with the previous order issued by the residential tenancy branch dated July 20, 2023.

Issues to be Decided

- Is the Landlord entitled to a monetary award for damage to the rental unit or common areas under sections 32 and 67 of the Act?
- Are the Tenants entitled to a monetary award for monetary loss or other money owed?
- Are the Tenants entitled to recover the cost of the filing fee?
- Is the Landlord entitled to recover the cost of the filing fee?

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.

The Tenancy agreement recorded that this tenancy began on February 15, 2014, as a one-year fixed-term tenancy that continued as a month-to-month tenancy at the end of the initial fixed term. Rent for this tenancy was set at the amount of \$3,000.00 and was to be paid by the first day of each month, with a \$1,500.00 security deposit and \$1,500.00 pet damage deposit (the “deposits”). The Tenant submitted a copy of the tenancy agreement with a one-page addendum into documentary evidence.

Both the Landlord and the Tenants agreed that a move-in inspection had been completed for this tenancy; however, the Landlord submitted that they had lost their copy of the move-in inspection for this tenancy. The Tenants confirmed that they do not have a copy of the move-in inspection for this tenancy.

The Landlord testified that they have submitted pictures of the rental property, that were taken before this tenancy began. The Landlord submitted 20 pictures into documentary evidence.

The Tenants submitted that these 20 pictures did not accurately represent the condition of the rental unit at the beginning of this tenancy.

Both the Landlord and the Tenants agreed that no move-out inspection had been completed for this tenancy. The Landlord submitted 34 pictures into documentary evidence, that the Landlord testified were taken within a few days of the tenancy ending.

The Landlord submitted that they are claiming for the recovery of handyperson labour costs of \$525.00, at the rate of \$75.00 per hour for seven hours of work to repair scratches to the front door threshold board, and the inside of the front door, which had been caused by the Tenants dog. The Landlord referenced their end-of-tenancy photos in documentary evidence. The Landlord agreed that they had not submitted receipts or invoices for these requested amounts.

The Tenants submitted that the scratches were pre-existing to their tenancy and were not damage they caused and that they should not be responsible for these repair costs.

The Landlord submitted that they are claiming for the recovery of handyperson labour costs of \$600.00, at the rate of \$75.00 per hour for eight hours of work to repair the double patio doors, that had been scratched by the Tenants' dog on the inside and outside of the door. The Landlord referenced their end of tenancy photos in documentary evidence. The Landlord agreed that they had not submitted receipts or invoices for these requested amounts.

The Tenants submitted that the scratches were pre-existing to their tenancy, that the door was very old and well worn out, that they did not damage the door, and that they should not be responsible for these repair costs.

The Landlord submitted that the door had been installed in 1994.

The Landlord submitted that they are claiming for the recovery of handyperson labour costs of \$450.00, at the rate of \$75.00 per hour for six hours of work to repair a water damaged shelf by the fireplace, and a water damaged windowsill in the living room. The Landlord referenced their end of tenancy photos in documentary evidence. The Landlord agreed that they had not submitted receipts or invoices for these requested amounts.

The Tenants submitted that this water damage was pre-existing to their tenancy was not the damage they caused, and that they should not be responsible for these repair costs as the stain on the windowsills was just old.

The Landlord submitted that they are claiming for the recovery of half of their costs to replace the damaged floors in the entranceway, den, living room, family room, stairs, and upstairs landing of the rental unit. The Landlord submitted that they are not seeking to recover the full replacement costs as some areas of the floor were just well worn

down. The Landlord submitted that it cost them \$7276.00 to replace the floors but that they are seeking to recover half of that cost in the amount of \$3638.00. The Landlord referenced their end of tenancy photos in documentary evidence. The Landlord agreed that they had not submitted receipts or invoices for these requested amounts.

The Tenants submitted that the floors in the rental unit were very old and needed to be replaced. The Tenants testified that they caused no damage to the floors during their tenancy and that they should not be responsible for these repair costs as the stain on the windowsills was just old.

The Landlord testified that the floors were installed in 1995.

The Landlord submitted that they are claiming for the recovery of handyperson labour costs of \$150.00, at the rate of \$75.00 per hour for two hours of work to repair a damaged resin patch on the slate flooring in the kitchen at the end of this tenancy. The Landlord referenced their end of tenancy photos in documentary evidence. The Landlord agreed that they had not submitted receipts or invoices for these requested amounts.

The Tenants submitted that they did not damage the resin and that they should not be responsible for these repair costs.

The Landlord submitted that they are claiming for the recovery of \$300.00 for their costs to install a new sink in the master bathroom at the end of this tenancy. The Landlord submitted that it cost them \$100.00 to purchase the new sink and \$200.00 to have it installed. The Landlord referenced their end of tenancy photos in documentary evidence. The Landlord agreed that they had not submitted receipts or invoices for these requested amounts.

The Tenants submitted that the crack in the sink was pre-existing to their tenancy, that they did not damage the sink during the tenancy, and that they should not be responsible for these repair costs.

The Landlord submitted that there was a small hole in the bedroom carpet at the end of this tenancy. The Landlord submitted that it cost them \$350.00 to have the hole patched. The Landlord referenced their end of tenancy photos in documentary evidence. The Landlord agreed that they had not submitted receipts or invoices for these requested amounts.

The Tenants agreed that there was a hole in the bedroom carpet at the end of this tenancy and that the hole was caused due to damage during their tenancy. The Tenants agreed that they owed the Landlord \$350.00 to repair this damage.

The Landlord submitted that there was water damage to two windowsills in the rental unit and that it cost them \$400.00 in labour to sand and paint each windowsill at the end of this tenancy. The Landlord referenced their end of tenancy photos in documentary evidence. The Landlord agreed that they had not submitted receipts or invoices for these requested amounts.

The Landlord testified that the last time the windowsills were painted in the rental unit was in the late 1990s, at least more than 20 years ago.

The Tenants submitted that this water damage was pre-existing to their tenancy was not damage they caused, and that they should not be responsible for these repair costs as the stain on the windowsills was just old.

The Landlord submitted that they are claiming for the recovery of handyperson labour costs of \$2,136.00, at the rate of \$75.00 per hour for 28 hours of work to remove renovations and changes to the rental unit that the Tenants had done during their tenancy, and \$36.00 for a new towel rack, consisting of:

- \$750.00 to remove wood frames added to large mirrors in both downstairs and upstairs bathrooms, repair walls, and repaint after removal, 10 hrs of work;
- \$225.00 to remove and repair tiles covering the kitchen and bathroom backsplash, 3 hrs of work;
- \$450.00 to reinstall the wood valances above the living room windows reinstall, 6hrs of work;
- \$75.00 to reinstall the basement stairs handrail that was removed by the Tenants, 1hr of work;
- \$300.00 to purchase new track lighting heads for the kitchen and remove the lights the tenants had installed, 2.5 hrs of work;
- \$186.00 to purchase and install a missing towel rack in the upstairs bathroom and repair the wall, 2hrs of work;
- \$150.00 to remove a recycle bin cement platform and stepping stones installed in the backyard.

The Landlord referenced their end of tenancy photos in documentary evidence. The Landlord agreed that they had not submitted receipts or invoices for these requested amounts.

The Tenants agreed to the Landlord's claims for \$225.00 to remove and repair the tile backsplash in the kitchen and \$150.00 to remove the recycle bin cement platform and stepping stones. The Tenants disagree with the remainder of the Landlord's claimed items under this section of the Landlord's application.

The Tenants submitted they had originally dealt with the Landlord's property manager for this tenancy and that they claimed the items listed above were all approved by the Landlord's property manager. The Tenants submitted that throughout their tenancy several requests had been made by them for repairs to the rental unit and that they were often told to take care of it themselves. The Tenants submitted 17 pages of correspondence with the Landlord and the Landlord's property manager into documentary evidence.

The Landlord submitted that they are seeking to recover their costs to have the rental unit cleaned at the end of tenancy, in the amount of \$630.00, consisting of \$ 280.00 for carpet cleaning, \$300.00 for window cleaning and \$50.00 to clean under the refrigerator. The Landlord agreed that they had not submitted receipts or invoices for these requested amounts.

The Tenants submitted that they had reasonably cleaned the rental unit at the end of this tenancy and that they are not responsible for additional cleaning the Landlord may have wanted.

The Landlord submitted that they are seeking to recover their costs of \$650.00 to have their handyperson remove several molly bolts, and repair excessive holes in the walls to the walls of the rental unit at the end of this tenancy. The Landlord referenced their end of tenancy photos in documentary evidence. The Landlord agreed that they had not submitted receipts or invoices for these requested amounts.

The Tenants testified that they only hung a normal number of pictures in the rental unit, that they had not damaged the walls and that they were not responsible for the Landlord's costs associated with normal wear and tear.

The Landlord submitted that they are seeking to recover their costs of \$975.00 to have two bedrooms, and two bathrooms and the walls in the hallway, family room and kitchen

painted at the end of this tenancy. The Landlord agreed that they had not submitted receipts or invoices for this requested amount and that it had been over eight years since they last painted the rental unit.

The Tenants did not agree to the Landlord's requested amount for painting.

The Landlord submitted that they are seeking to recover their costs of \$150.000 in handyperson labour and \$250.00 in junk removal costs, as the Tenants left personal items in the crawl space, the carport and throughout the yard at the end of this tenancy. The Landlord agreed that they had not submitted receipts or invoices for these requested amounts.

The Tenants agreed that they left a few items in the craw space at the end of this tenancy, but that this was done in error and that due to the value of these items, the Landlord was required to advise them that they were left behind and give them a chance to pick them up. The Tenants submitted that all other items that they owned were removed, but that some items had been stored in these areas at the beginning of their tenancy. As those items were not their property, they left them there at the end of the tenancy.

The Tenants submitted that on their claim they are claiming for the recovery of their personal items back, including a vacuum cleaner worth \$480.00, lights worth \$232.99, and four chairs worth \$480.00. The Tenants submitted three online estimates for the replacement value of these items.

The Landlord agreed that the Tenants left lights and four chairs in the rental unit at the end of this tenancy and that they continue to store these items at the rental property. The Landlord submitted that the Tenants could come by and pick these items up.

The Landlord that there was no vacuum cleaner left in the rental unit at the end of this tenancy.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

I accept the testimony of the Landlord and the Tenant that they did conduct a written move-in inspection for this tenancy. Section 23 of the *Act* states the following:

Condition inspection: start of tenancy or new pet

- 23** (1) *The landlord and tenant together must inspect the condition of the rental unit on the day the tenant is entitled to possession of the rental unit or on another mutually agreed day.*
- (2) *The landlord and tenant together must inspect the condition of the rental unit on or before the day the tenant starts keeping a pet or on another mutually agreed day, if*
- (a) the landlord permits the tenant to keep a pet on the residential property after the start of a tenancy, and*
 - (b) a previous inspection was not completed under subsection (1).*
- (3) *The landlord must offer the tenant at least 2 opportunities, as prescribed, for the inspection.*
- (4) *The landlord must complete a condition inspection report in accordance with the regulations.*
- (5) *Both the landlord and tenant must sign the condition inspection report and the landlord must give the tenant a copy of that report in accordance with the regulations.*
- (6) *The landlord must make the inspection and complete and sign the report without the tenant if*
- (a) the landlord has complied with subsection (3), and*
 - (b) the tenant does not participate on either occasion.*

Section 19 of the Residential Tenancy Regulation (the “Regulations”) sets out the form for that inspection, stating the following:

Disclosure and form of the condition inspection report

- 19** *A condition inspection report must be*
- (a) in writing,*
 - (b) in type no smaller than 8 point, and*
 - (c) written so as to be easily read and understood by a reasonable person.*

However, I also accept that the Landlord lost this document during the course of this tenancy. As section 23 of the Act places the responsibility on the Landlord to ensure that the move-in inspection is completed, I find that it is also the responsibility of the Landlord to ensure they retain a true copy of that document for the duration of the tenancy and that it is the Landlords responsibility to provide a copy of that document in support of any claim they make for damages to the rental unit. Consequently, I find that

the Landlord breached section 23 of the *Act* when they failed to maintain a copy of the written move-in inspection as required for this tenancy.

An Arbitrator normally looks to the move-in inspection report as the official document that represents the parties agreement on the condition of the rental unit at the beginning of a tenancy; as it is required that this document is completed in the presence of both parties, signed by both parties, and is seen as a reliable account of the condition of the rental unit.

In the absence of this document, the Landlord will need to provide other documentation to prove the condition of the rental unit at the beginning of this tenancy. In this case, the Landlord has provided 20 pictures that they submitted were taken of the property before the tenancy started.

However, I find that the parties, in this case, offered conflicting verbal testimony regarding the accuracy of the pictures submitted to these proceedings by the Landlord. In cases where two parties to a dispute provide equally plausible accounts of events, submissions, 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, which is the Landlord's burden in this case.

I have reviewed the totality of the documentary evidence submitted to these proceedings by the Landlord, and I find that they have not provided sufficient evidence to prove to my satisfaction that the condition of the rental unit at the beginning of this tenancy. Specifically, as there is no date stamp on these pictures, I am unable to determine when they were taken, and therefore, I find that there is insufficient evidence before me to prove the condition of the rental unit on the day the Tenants took possession of the property.

Furthermore, I also accept the testimony of the Landlord and the Tenants that the Landlord did not conduct a written move-out inspection at the end of this tenancy. Section 35 of the *Act* states the following:

Condition inspection: end of tenancy

35 (1) *The landlord and tenant together must inspect the condition of the rental unit before a new tenant begins to occupy the rental unit*

(a) on or after the day the tenant ceases to occupy the rental unit,
or

(b) on another mutually agreed day.

- (2) The landlord must offer the tenant at least 2 opportunities, as prescribed, for the inspection.*
- (3) The landlord must complete a condition inspection report in accordance with the regulations.*
- (4) Both the landlord and tenant must sign the condition inspection report and the landlord must give the tenant a copy of that report in accordance with the regulations.*

I find that the Landlord breached section 35 of the *Act* when they did not conduct a written move-out inspection with or without the Tenant at the end of this tenancy as required.

Section 36(2) of the *Act* outlines the consequences for a landlord when the inspection requirements are not met.

Consequences for tenant and landlord if report requirements not met

36 (2) The right of a landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property is extinguished if the landlord

- (a) does not comply with section 23 (3) [2 opportunities for inspection],*
- (b) having complied with section 23 (3), does not participate on either occasion, or*
- (c) does not complete the condition inspection report and give the tenant a copy of it in accordance with the regulations.*

Pursuant to section 36(2) of the *Act*, I find that the Landlord had extinguished their right to make a claim against the deposits for damage to the residential property for this tenancy. However, as stated above, the matter of the security and pet damage deposits had already been determined in a previous proceeding, and the Landlord's claim against the deposits for this tenancy has been dismissed pursuant to the principle of *res judicata*.

Is the Landlord entitled to a monetary order for compensation for my monetary loss or other money owed?

In this case, the Landlord has requested to recover \$11,154.00 in their cost to restore the rental unit to its pre-move-in condition. When considering a request for a monetary award for compensation due to a loss, I must consider sections 7 and 67 of the *Act*.

Which states that a party that makes an application for monetary compensation against another party has the burden to prove their claim. The Residential Tenancy Policy Guideline #16 Compensation for Damage or Loss provides guidance on how an applicant must prove their claim. The policy guide states the following:

“The purpose of compensation is to put the person who suffered the damage or loss in the same position as if the damage or loss had not occurred. It is up to the party who is claiming compensation to provide evidence to establish that compensation is due. To determine whether compensation is due, the arbitrator may determine whether:

- A party to the tenancy agreement has failed to comply with the Act, regulation or tenancy agreement;
- Loss or damage has resulted from this non-compliance;
- The party who suffered the damage or loss can prove the amount of or value of the damage or loss; and
- The party who suffered the damage or loss has acted reasonably to minimize that damage or loss.

In determining if the requested compensation is due, I must first determine if the Tenants breached the *Act* during this tenancy. From the Landlord's own submission, they are claiming for losses as the Tenants did not restore the rental unit to pre-move-in condition. Section 32(1) of the *Act* states the following regarding the maintenance of the rental unit during the tenancy:

Landlord and tenant obligations to repair and maintain

32 (1) *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.

(2) 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.

(3) A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

(4) A tenant is not required to make repairs for reasonable wear and tear.

(5) A landlord's obligations under subsection (1) (a) apply whether or not a tenant knew of a breach by the landlord of that subsection at the time of entering into the tenancy agreement.

Pursuant to section 32 of the Act a landlord may claim for losses associated with damage not normal wear and tear of a rental property. Therefore, I find that there is no obligation on these Tenants to cover the Landlord's costs to bring this rental unit back to pre-move-in condition.

However, pursuant to section 37(2) of the Act, the Tenants would be responsible for covering the Landlord's costs for damage they caused during the tenancy. Section 37(2) of the Act states the following:

Leaving the rental unit at the end of a tenancy

37 (2) When a tenant vacates a rental unit, the tenant must

(a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and...

During these proceedings, the Tenants agreed to the Landlord's claims for \$350.00 to repair a hole in the carpet, \$225.00 to remove a tile backsplash in the kitchen and \$150.00 to remove a cement platform. Accordingly, as these amounts were agreed to by the Tenants, I award the Landlord their requested amount of **\$725.00** for these three claimed items.

However, I find that these parties offered conflicting verbal testimony on the remaining claims in the Landlord's application. As stated above, in cases where two parties to a dispute provide equally plausible accounts of events or circumstances related to a dispute, the party making a claim has the burden to provide sufficient evidence over and above their testimony to establish their claim.

I have reviewed the entirety of the Landlord's submission for their claim, and I find that due to the failure of the Landlord to prove the condition of the rental property at the beginning of this tenancy, I am unable to determine what was pre-existing damage and what may have been caused by the Tenants during this over the eight-year tenancy.

Additionally, in the absence of a move-out inspection, I find that there is insufficient evidence before me to prove to my satisfaction, that the Tenants had not returned the rental unit to the Landlord in a reasonably clean, and undamaged state, except for

reasonable wear and tear. Consequently, I find that the Landlord has failed to provide sufficient evidence of a breach of the Act by these Tenants during this tenancy.

Furthermore, I noted during the hearing and in my review of the Landlord's documentary evidence, that the Landlord has also failed to provide any documentation to support the dollar value of the amounts they have claimed for in these proceedings.

Therefore, as the Landlord has failed to prove a breach of the Act by the Tenants and they have failed to provide sufficient documentation to prove the dollar value of their claimed amount, I must dismiss the remainder of the Landlord's claim in its entirety.

Overall, on the Landlord's application, I award the Landlord a monetary order in the amount of \$725.00, for the amounts agreed to by the Tenants in these proceedings.

Are the Tenants entitled to a monetary order for compensation

The Tenants have claimed to recover \$1,212.98 in compensation for lost personal items at the end of this tenancy.

During these proceedings, the Landlord agreed that the Tenants had left chairs and lighting in the rental unit at the end of this tenancy and that these items were still being stored at the rental property.

The parties were ordered during the hearing, to arrange for a time for the Tenants to attend the rental property to recover their chairs and lights. As these items will be physically recovered by the Tenants, their monetary claim for the recovery of their costs to replace these items is dismissed.

As for the Tenants' claim for the replacement value of a vacuum cleaner, in the amount of \$499.99; during the hearing, the parties to this dispute provided conflicting verbal testimony regarding the existence of a vacuum in the rental unit at the end of this tenancy. As stated above, in cases where two parties to a dispute provide equally plausible accounts of events or circumstances related to a dispute, the party making a claim has the burden to provide sufficient evidence over and above their testimony to establish their claim. However, as this item is being claimed by the Tenants, it is the Tenants who hold the burden of proof.

I have reviewed the entirety of the Tenants' submission on this point for their claim, and I find that there is insufficient evidence before me to prove to my satisfaction that the

Tenants had left a vacuum in the rental unit at the end of this tenancy. Consequently, I must dismiss this portion of the Tenants' claim.

Overall, on the Tenants' application, the Landlord is ordered to return the personal property of the Tenants, consisting of chairs and lights, that they are continuing to hold for this tenancy.

Are the Tenants entitled to recover the filing fee for this application from the Landlord?

Section 72 of the *Act* gives me the authority to order the repayment of a fee for an application for dispute resolution. As the Tenants have been partially successful in their application, I find that the Tenants are entitled to recover the \$100.00 filing fee paid for their application.

Is the Landlord entitled to recover the filing fee for this application from the Tenant?

Due to the numerous breaches of the *Act* by the Landlord, I decline to award the Landlord the recovery of the filing fee paid for their application.

Overall, I grant the Landlord a monetary order in the amount of \$625.00 consisting of the \$725.00 awarded to them in these proceedings, less \$100.00 in the recovery of the Tenants' filing fee for their application.

Finally, pursuant to section 72(2b), if any portion of the ordered repayment of the security and pet damage deposits for this tenancy remains outstanding, the Tenants are within their rights to deduct the amounts awarded to the Landlord in this decision from that outstanding debt owed to the Tenants by the Landlord.

Conclusion

I find that the Landlord breached section 23 of the *Act* when they failed to maintain a copy of the written move-in inspection as required for this tenancy.

I find that the Landlord breached section 35 of the *Act* when they failed to conduct the written move-out inspection with the Tenants as required for this tenancy.

I find that the Landlord breached section 38 of the *Act* when they failed to repay the security and pet damage deposits for this tenancy to the Tenants, as required after they extinguished their right to make a claim against the deposits and after they had been ordered by the Residential Tenancy Branch, to return the deposits to the Tenants.

I grant the Landlord a **Monetary Order** in the amount of **\$625.00** pursuant to section 67 of the *Act*. The Landlord is provided with this Order in the above terms, and the Tenants must be served with this Order as soon as possible. Should the Tenants fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

Pursuant to section 72(2b), the Tenants are within their rights to deduct the amounts awarded to the Landlord in this decision from the outstanding repayment of the security and pet damage deposits for this tenancy previously ordered by the Residential Tenancy Branch if that repayment remains outstanding.

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 27, 2024

Residential Tenancy Branch