Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes MNSD, MNETC, FFT, MNRL-S, MNDCL-S, FFL

Introduction

This hearing dealt with cross-applications filed by the parties. On January 11, 2024, the Tenants made an Application for Dispute Resolution under the *Residential Tenancy Act* (the "Act") for:

- a Monetary Order for compensation for a return of double the security deposit under section 38 of the Act
- a Monetary Order for 12 months' compensation under section 51 of the Act
- authorization to recover the filing fee for this Application from the Landlord under section 72 of the Act

On April 11, 2024, the Landlord made an Application for Dispute Resolution that pertained to:

- a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act
- permission to apply the security deposit towards this debt under section 38 of the Act
- authorization to recover the filing fee for this Application from the Tenants under section 72 of the Act

Both Tenants attended the final, reconvened hearing, with A.S. attending as counsel for the Tenants. The Landlord attended the final, reconvened hearing as well, with P.A. attending as an agent for the Landlord, and with B.M. attending as counsel for the Landlord. At the outset of the hearing, I explained to the parties that as the hearing was a teleconference, none of the parties could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless

prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited, and they were reminded to refrain from doing so. As well, all parties in attendance, with the exception of A.S. and B.M. provided a solemn affirmation.

Service of the Notice of Hearing package and evidence was discussed at the original hearing, and all parties were prepared to proceed. As such, I have accepted both parties' evidence and will consider it when rendering this decision.

Pursuant to the Interim Decision dated May 24, 2024, the Landlord was permitted to submit an affidavit to this file, and was required to serve a copy to the Tenants. The Tenants were also permitted to respond to this affidavit. At the final, reconvened hearing, both parties accepted this affidavit, and the Tenants did not have any questions regarding it. As such, I have I have accepted this additional evidence and will consider it when rendering this decision.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issue(s) to be Decided

- Are the Tenants entitled to a Monetary Order for double their security deposit?
- Are the Tenants entitled to a Monetary Order for 12 months' compensation based on the Two Month Notice to End Tenancy for Landlord's Use of Property (the "Notice")?
- Are the Tenants entitled to recover the filing fee?
- Is the Landlord entitled to a Monetary Order for compensation?
- Is the Landlord entitled to claim against the security deposit?
- Is the Landlord entitled to recover the filing fee?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

At the original hearing, all parties agreed that the tenancy commenced on July 1, 2017, and that the Tenants gave up vacant possession of the rental unit on November 30, 2022, after being served the Notice. Rent was established at an amount of $4,350.00 per month and was due on the first day of each month. A security deposit of $2,050.00 was also paid. The Landlord confirmed that she was still holding this deposit in trust. A signed copy of the written tenancy agreement was entered into evidence for consideration.

The Tenants advised that they provided the Landlord with a forwarding address via email on December 7, 2022. The Landlord confirmed that she received this on that day and that she considered this the Tenants' forwarding address in writing. However, she did not return the deposit in full or file an Application to claim against it within 15 days of December 7, 2022, because there was a Dispute Resolution Proceeding on December 9, 2022, regarding a different matter, and it was her belief that the Arbitrator in that Application would render a decision that would provide her with instructions on how to deal with the security deposit (the relevant file number is noted on the first page of this decision).

B.M. advised that the Notice was served on June 30, 2022, and the Landlord testified that it was attached to the door that day. P.A. then testified that the Notice was actually served by hand to someone at the rental unit on June 30, 2022, but he was not sure who this person was. He advised that this person signed for this Notice. A.S. advised that if it was posted to the door as alleged, then it is deemed received three days later, and the effective date of the Notice would automatically self-correct to September 30, 2022. As well, she indicated that the person that this Notice was served by hand to was a minor on June 30, 2022.

The reason the Landlord served the Notice was because "The rental unit will be occupied by the landlord or the landlord's close family member (parent, spouse or child; or the parent or child of that individual's spouse)." As well, more specifically, the Landlord indicated that the person that would be occupying the rental unit would be "The child of the landlord or the landlord's spouse." The effective end date of the tenancy was noted as August 31, 2022, on the Notice.

As it is the Tenants' position that the Landlord did not comply with the Act and use the property for the stated purpose within a reasonable period of time after the effective date of the Notice, for at least six months, the Tenants are seeking compensation in the amount of 12 months' rent, totalling **$52,200.00**.

B.M. advised that the effective date of the Notice was August 31, 2022, and he does not dispute that the Landlord's daughter did not move into the rental unit after the effective date of the Notice. However, there were extenuating reasons for why this was not possible. He submitted that the first extenuating circumstance was that the Tenants knew that the Landlord's daughter would have to find alternate accommodations if they disputed the Notice, and this was an intentional act to delay her move. He referenced communication sent to the Tenants from August 1 to 11, 2022, regarding the inability of the daughter to move in, but the Landlord received no response from the Tenants. He referenced a tenancy agreement that the daughter signed as she had nowhere to live, and this was agreed to on August 14, 2022, which was three days after the Landlord's communication to the Tenants. He stated that the Tenants' communication on October 25, 2022, indicated that the Tenants were aware that the daughter would have needed to have found alternate accommodations, and this letter was the Tenants' notice to end their tenancy by November 30, 2022, after they knew the daughter had committed to another tenancy. It is his position that the evidence cumulatively points to the Tenants seeing an opportunity to put the Landlord in a position of jeopardy, and once they knew the daughter could not have moved in, then they ended their dispute.

He then advised that the second extenuating circumstance was that the Landlord's mother experienced a fall in December 2022, and the Landlord's daughter assisted her with daily living. He noted that the Landlord's mother's health deteriorated, and she passed away in March 2023. He submitted that the Landlord's daughter lived at her grandmother's residence for this time period as she was caring for her. As well, he noted that the daughter's relationship ended in March 2023. It is his position that all of these circumstances were unforeseen and out of the Landlord's control.

The Landlord advised that the Tenants' actions of disputing the Notice and then accepting it later were their efforts in being retaliatory, as they wanted to make life difficult for her.

B.M. advised that the Landlord is seeking compensation in the amount of **$4,350.00** for November 2022 rent, because the Tenants were not legally permitted to withhold it as it was contingent that they leave on the effective date of the Notice. Furthermore, he submitted that the Landlord is seeking compensation in the amount of **$8,600.00** for the

cost of the Landlord's daughter's alternate accommodations for six months, at $1,450.00 per month. He referenced documentary evidence of payments that the Landlord made to her daughter of $1,000.00 on November 9, 2022, $5,000.00 on January 30, 2023, and $3,100.00 on March 24, 2023. However, these total $9,100.00, and he could not explain this discrepancy.

The Landlord advised that her daughter's tenancy actually started on August 14, 2022, and the pro-rated amount of rent was $841.94, but this still does not account for the discrepancy in these amounts.

A.S. advised that as the Notice should have been deemed received three days after June 30, 2022, the effective end date of the tenancy would have self-corrected to September 30, 2022, and the Tenants could have withheld that month as compensation. As well, she submitted that the Notice was served days after the Tenants requested repairs, and there was no response from the Landlord regarding these. She stated that the rental unit consisted of five bedrooms and the Landlord's daughter's tenancy agreement is for a one-bedroom unit. She questioned the lack of information in the daughter's affidavit regarding the rationale of renting a place so far away, and the lack of information about the daughter's partner's occupation. She noted that the Landlord's email of August 3, 2022, indicated that the daughter's Airbnb ended on August 31, 2022, so it is unclear why she would have commenced her alternate accommodations on August 14, 2022. She also submitted that the Landlord's e-transfer statements do not demonstrate who these payments were made to, or why.

Furthermore, she stated that the daughter would have needed to find alternate accommodation anyways, as it is her position that the effective end date of the tenancy was September 30, 2022. She also submitted that signing a six-month tenancy agreement was a choice made by the daughter. She advised that there was no evidence provided to substantiate that the daughter moved in with her grandmother, or how long the grandmother was in the hospital. As well, she noted that the daughter acknowledged her relationship ended in March 2023; however, the Tenants submitted evidence of the Landlord advertising the rental unit in February 2023. Therefore, this is a clear indication that the Landlord never had any intention for the daughter to move into the rental unit after her six-month tenancy agreement had concluded.

Analysis

Upon consideration of the evidence before me, I have provided an outline of the

following sections of the Act that are applicable to this situation. My reasons for making this decision are below.

I find it important to note that when two parties to a dispute provide equally plausible accounts of events or circumstances related to a dispute, the party making the claim has the burden to provide sufficient evidence over and above their testimony to establish their claim. Given the contradictory testimony and positions of the parties, I may turn to a determination of credibility. I have considered the parties' testimonies, their content and demeanour, as well as whether it is consistent with how a reasonable person would behave under circumstances similar to this tenancy.

Section 38 of the Act outlines how the Landlord must deal with the security deposit and/or pet damage deposit at the end of the tenancy.

The consistent and undisputed evidence before me is that the Tenants provided the Landlord with a forwarding address via email on December 7, 2022, and the Landlord considered this the Tenants' forwarding address in writing. While she claimed that she did not return the deposit in full or file an Application to claim against it within 15 days of this date because she was waiting for the Arbitrator in that Application to render a decision that would provide her with instructions on how to deal with the security deposit, I note that that decision, dated June 1, 2023, indicated that a request pertaining to the security deposit would not be considered. In my view, had the Landlord then returned the security deposit in full or made an Application to claim against it within 15 days of this June 1, 2023, decision, I would be more inclined to accept that this was truly the Landlord's belief. However, the Landlord did nothing until filing an Application to claim against the deposit on April 11, 2024, almost a full year later. I do not find that this submission is logical or consistent with her testimony.

Section 38(1) of the Act requires the Landlord, within 15 days of the end of the tenancy or the date on which the Landlord receives the Tenants' forwarding address in writing, to either return the deposit in full or file an Application for Dispute Resolution seeking an Order allowing the Landlord to retain the deposit. If the Landlord fails to comply with Section 38(1), then the Landlord may not make a claim against the deposit, and the Landlord must pay double the deposit to the Tenants, pursuant to Section 38(6) of the Act.

Based on my findings above, I am satisfied that the Landlord had the Tenants' forwarding address, but failed to comply with the Act. As such, I am satisfied that the doubling provisions will apply in this instance. Ultimately, I find that the Tenants are

entitled to a Monetary Order for the return of all or a portion of their security deposit under sections 38 and 67 of the Act, in the amount of **$4,100.00**.

The next issue I must consider is the Tenants' claim for twelve-months' compensation owed to them as the Landlord did not use the property for the stated purpose on the Notice. I find it important to note that the Notice was dated June 30, 2022, and section 51 of the Act changed on May 17, 2018, which incorporated the following changes to subsections (2) and (3) as follows:

> ***51*** *(2) Subject to subsection (3), the landlord or, if applicable, the purchaser who asked the landlord to give the notice must pay the tenant, in addition to the amount payable under subsection (1), an amount that is the equivalent of 12 times the monthly rent payable under the tenancy agreement if*
>
> > *(a) steps have not been taken, within a reasonable period after the effective date of the notice, to accomplish the stated purpose for ending the tenancy, or*
> > *(b) the rental unit is not used for that stated purpose for at least 6 months' duration, beginning within a reasonable period after the effective date of the notice.*

At the time the Notice was served, it was allegedly the Landlord's intention for her daughter to move into the rental unit, and that the Notice was served in good faith. Regardless, the good faith requirement ended once the Notice was accepted by the Tenants and after they gave up vacant possession of the rental unit. What I have to consider now is whether the Landlord followed through and complied with the Act by using the rental unit for the stated purpose for at least six months after the effective date of the Notice. Furthermore, the burden for proving this is on the Landlord, as established in *Richardson v. Assn. of Professional Engineers (British Columbia)*, 1989 CanLII 7284 (B.C.S.C.).

With respect to this situation, Policy Guideline # 2A states that "Other definitions of "occupy" such as "to hold and keep for use" (for example, to hold in vacant possession) are inconsistent with the intent of section 49, and in the context of section 51(2) which – except in extenuating circumstances – requires a landlord who has ended a tenancy to occupy a rental unit to use it for that purpose (see Section E)."

As well, Policy Guideline # 50 states the following:

> Sections 51(2) and 51.4(4) of the RTA are clear that a landlord must pay compensation to a tenant (except in extenuating circumstances) if they end a tenancy under section 49 or section 49.2 and do not accomplish the stated purpose for ending the tenancy within a reasonable period or use the rental unit for that stated purpose for at least 6 months.
>
> Another purpose cannot be substituted for the purpose set out on the notice to end tenancy (or for obtaining the section 49.2 order) even if this other purpose would also have provided a valid reason for ending the tenancy. For instance, if a landlord gives a notice to end tenancy under section 49, and the stated reason on the notice is to occupy the rental unit or have a close family member occupy the rental unit, the landlord or their close family member must occupy the rental unit for at least 6 months. A landlord cannot convert the rental unit for non-residential use instead. Similarly, if a section 49.2 order is granted for renovations and repairs, a landlord cannot decide to forego doing the renovation and repair work and move into the unit instead.
>
> A landlord cannot end a tenancy for the stated purpose of occupying the rental unit, and then re-rent the rental unit, or a portion of the rental unit (see Blouin v. Stamp, 2011 BCSC 411), to a new tenant without occupying the rental unit for at least 6 months.

Finally, Policy Guideline # 50 outlines the following about extenuating circumstances:

> The director may excuse a landlord from paying additional compensation if there were extenuating circumstances that prevented the landlord from accomplishing the stated purpose for ending a tenancy within a reasonable period after the tenancy ended, from using the rental unit for the stated purpose for at least 6 months, or from complying with the right of first refusal requirement.
>
> These are circumstances where it would be unreasonable and unjust for a landlord to pay compensation, typically because of matters that could not be anticipated or were outside a reasonable owner's control. Some examples are:
>
> - A landlord ends a tenancy so their parent can occupy the rental unit and the parent dies before moving in.
> - A landlord ends a tenancy to renovate the rental unit and the rental unit is destroyed in a wildfire.
> - A tenant exercised their right of first refusal, but did not notify the landlord of a further change of address after they moved out so they did not receive the notice and new tenancy agreement
> - A landlord entered into a fixed term tenancy agreement before section 51.1 and amendments to the Residential Tenancy Regulation came into force and, at the

time they entered into the fixed term tenancy agreement, they had only intended to occupy the rental unit for 3 months and they do occupy it for this period of time.

The following are probably not extenuating circumstances:

- A landlord ends a tenancy to occupy a rental unit and they change their mind.
- A landlord ends a tenancy to renovate the rental unit but did not adequately budget for the renovations and cannot complete them because they run out of funds.
- A landlord entered into a fixed term tenancy agreement before section 51.1 came into force and they never intended, in good faith, to occupy the rental unit because they did not believe there would be financial consequences for doing so.

When reviewing the totality of the evidence before me, I note that the Landlord testified that the Notice was served by being attached to the door on June 30, 2022, while P.A. testified that this Notice was served to a person at the rental unit who was not either of the Tenants. Given that it is the Tenants' testimony that the person that was served this document was a minor, I do not find that the Notice has been served by hand to the Tenants in accordance with the Act. While I can reasonably infer that this person would have likely given this to the Tenants on that same day, there is no guarantee that this was indeed the case. Had the Landlord wanted the Notice to be effective for August 31, 2022, then the Landlord should have ensured that the Notice was served to the Tenants directly, by hand, on June 30, 2022, at the latest, or should have served this Notice earlier while keeping in mind the deeming provisions of section 90 of the Act. As I am not satisfied that the Notice was served to the Tenants directly, by hand, on June 30, 2022, and as the only evidence from the Landlord that complied with the Act is that this Notice was attached to the door on June 30, 2022, I find that the Notice was deemed to have been received on July 3, 2022, and the effective date of the Notice would then have automatically self-corrected to September 30, 2022, pursuant to section 53 of the Act.

Furthermore, I am satisfied that the reason on the Notice was for the rental unit to be occupied by "The child of the landlord or landlord's spouse" only. Moreover, the consistent and undisputed evidence is that the daughter of the Landlord or Landlord's spouse never moved into the rental unit. As such, I am satisfied that the rental unit was clearly not occupied by the appropriate person, as intended by the Act when this type of Notice is served, and as a result, the Landlord undoubtedly failed to use the rental unit for the stated purpose. Consequently, the only thing I must consider now are extenuating circumstances.

It is evident that the Landlord's position is that the Tenants disputed this Notice out of spite. While this suggestion may be entirely possible, I note that the Tenants disputed the Notice on July 15, 2022, which appears to be before the Landlord's message, dated August 3, 2022, about the daughter needing to occupy the rental unit. Given that it is the Tenants' right to dispute a notice to end tenancy, I do not find that the Landlord's submissions on this carry any weight. Furthermore, as it is the Tenants' right to dispute a notice to end tenancy, I do not find that expecting the possibility of having to attend a hearing at a later date to justify service of the Notice to be an unforeseen or unexpected circumstance that the Landlord could not have anticipated.

I acknowledge the Landlord's position that her daughter allegedly signed a tenancy agreement for a fixed length of time of six months due to the Tenants' dispute of the Notice. However, as per above, the Landlord erred in service of the Notice and the effective end date of the tenancy would have automatically self-corrected to September 30, 2022. Therefore, the daughter would have had an additional month to find alternate accommodations until the hearing regarding the dispute of the Notice took place, and she did not need to commit to that specific tenancy agreement.

Moreover, there are some issues to note with respect to this alleged six-month tenancy agreement, in my view. Given that the Landlord acknowledged that her daughter's Airbnb was booked for the entirety of August 2022, it makes little sense to me why she would have then moved into this other unit on August 14, 2022, and paid pro-rated rent for this half month, in addition to what was paid for the Airbnb. Furthermore, the electronic transfer of funds that the Landlord alleged were made to her daughter for rent payments do not indicate to whom these funds went, or what they were for. What is more confusing about this is that the total funds transferred was in the amount of $9,100.00, yet the amount being sought on the Landlord's Application was for $8,600.00, but that does not include the pro-rated amount of rent of $841.94. As well, as the rent for this alternate accommodation was $1,450.00 per month, the total of six months rent is actually $8,700.00. As none of these figures make sense or are consistent, and as it is still unclear to me why the daughter allegedly moved from the Airbnb early, these factors cause me to be dubious of the legitimacy of this scenario as portrayed.

In addition, even if I were to accept that the daughter signed a fixed term tenancy of six months, the Tenants gave up vacant possession of the rental unit on November 30, 2022. I note that the daughter indicated in her affidavit that they did not move into the rental unit after this period of time because of this fixed term tenancy. While not necessarily recommended, she could have ended this fixed term tenancy early, and the

Landlord could have then attempted to apply for the loss of this rent had the daughter's own landlord not been able to mitigate their loss because of it. This possible financial loss would have been far less substantial than facing a possible claim of 12 months' compensation. Furthermore, she also noted that her partner had been out of town from October to mid-December 2022, making it "very difficult to get organized". However, I do not accept this as a valid reason for not taking steps to move into the rental unit within a reasonable period of time after the Tenants gave up vacant possession. Finally, I note that there were no efforts for the daughter to move into the rental unit after her six-month tenancy agreement ended on February 28, 2023. While she claimed in her affidavit that the reason she did not move into the rental unit was because the relationship with her partner ended, this was in March of 2023, and there is evidence before me that the Landlord posted the unit for rent in February 2023, which would indicate to me that the Landlord was aware that her daughter would not be moving into the rental unit after the six-month tenancy agreement. Moreover, I reject the daughter's submission that the deterioration of her relationship was an unforeseen circumstance as this would be one scenario that could be a possible outcome with any relationship. All of these above reasons cause me to question the reliability of the Landlord's submissions regarding the existence of this alleged six-month tenancy agreement, and I am somewhat dubious of this submission.

With respect to the Landlord's second submission of an extenuating circumstance relating to the Landlord's mother, I find it important to note that there is no documentary evidence submitted to support the daughter's submission that she lived with her grandmother full-time. It is not clear to me why the daughter could not have moved into the rental unit at this time and still cared for her grandmother. Furthermore, while I empathize with the Landlord regarding the passing of her mother, I do not accept that she has provided any submissions that would adequately support the existence of an extenuating circumstance as required.

By extension, B.M. alluded to another extenuating circumstance being the daughter's change in mind of not moving into the rental unit as an extenuating circumstance as this was outside of the Landlord's control. In my view, the Landlord and her daughter are one family unit, and clearly this Notice was given by the Landlord for her daughter to move in and occupy the rental unit. It is up to her and her daughter to communicate and be on the same page when this Notice is served. Given that relationships are inherently fluid and tenuous, the ending of one is a reasonable outcome that could have been anticipated. As noted above, I reject the suggestion that the daughter's change in mind regarding moving into the rental unit based on the failed relationship to satisfy adequately the consideration of an extenuating circumstance.

Regardless, the fact remains that the daughter never moved into the rental unit at any point after the Tenants gave up vacant possession of the rental unit. As I am not satisfied that there were any extenuating circumstances that prevented the Landlord from using the rental unit for the stated purpose for at least six months within a reasonable period of time after the Tenants gave up vacant possession of the rental unit, I find that the Tenants are entitled to a monetary award of 12 months' rent pursuant to section 51 of the Act, in the amount of **$52,200.00**.

In turning my mind to the Landlord's Application for compensation, I note that section 67 of the Act allows a Monetary Order to be awarded for damage or loss when a party does not comply with the Act.

As noted above, the purpose of compensation is to put the person who suffered the damage or loss in the same position as if the damage or loss had not occurred. When establishing if monetary compensation is warranted, it is up to the party claiming compensation to provide evidence to establish that compensation is owed. In essence, to determine whether compensation is due, the following four-part test is applied:

- Did the Tenants fail to comply with the Act, regulation, or tenancy agreement?
- Did the loss or damage result from this non-compliance?
- Did the Landlord prove the amount of or value of the damage or loss?
- Did the Landlord act reasonably to minimize that damage or loss?

Moreover, I note that section 49 of the Act states that "A tenant who receives a notice to end a tenancy under section 49 *[landlord's use of property]* is entitled to receive from the landlord on or before the effective date of the landlord's notice an amount that is the equivalent of one month's rent payable under the tenancy agreement."

With respect to the Landlord's claim for compensation in the amount of $4,350.00 for November 2022 rent, the consistent evidence before me is that the Tenants paid for August, September, and October 2022, and did not pay anything for November 2022. As the Tenants are entitled to one month's compensation once the Notice is served, I am satisfied that the Tenants received this compensation pursuant to the Act. Furthermore, there are no provisions in the Act for the Landlord to receive payment for this month's rent, and as a result, I dismiss this claim in its entirety.

Regarding the Landlord's claim for compensation in the amount of $8,600.00 for the six-month tenancy agreement that the daughter signed, as noted above for numerous reasons, I am skeptical of the legitimacy of this agreement. Regardless, even if I were to

accept that the daughter agreed to this tenancy, the Landlord's amounts for rent paid are not consistent and it is not clear who these electronic transfers went to, or for what reason. Furthermore, even if the daughter committed to this tenancy, she could have ended this fixed term agreement, moved into the rental unit, and then it would have been up to the daughter's landlord to mitigate the loss and attempt to re-rent the unit. If that person was unable to re-rent it, they would have sought that compensation from the Landlord's daughter, and then the Landlord could have attempted to seek compensation for those few remaining months of rental loss back from the Tenants. However, none of this happened. As the burden is on the Landlord to substantiate her claim, I do not find that the Landlord has submitted compelling or persuasive documentary evidence to support any claims for loss. Ultimately, I dismiss this claim in its entirety as well.

As the Tenants were successful in their Application, I find that the Tenants are entitled to recover the $100.00 filing fee.

As the Landlord was not successful in their Application, I find that the Landlord is not entitled to recover the $100.00 filing fee.

Pursuant to Sections 38, 51, and 72 of the Act, I grant the Tenants a Monetary Order as follows:

Calculation of Monetary Award Payable by the Landlord to the Tenants

Item	Amount
Double security deposit	$4,100.00
12 months' compensation	$52,200.00
Recovery of Filing Fee	$100.00
Total Monetary Award	**$56,400.00**

Conclusion

As noted above, I provide the Tenants with a Monetary Order in the amount of **$56,400.00** in the above terms, and the Landlord must be served with **this Order** as soon as possible. Should the Landlord 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.

In addition, the Landlord's Application with respect to claims for damages has been dismissed without leave to reapply.

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: August 6, 2024

Residential Tenancy Branch