



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

**Dispute Codes** For the Landlord: MNRL-S, MNDL-S, MNDCL, FFL  
For the Tenants: MNSDS-DR, FFT

### **Introduction**

Pursuant to section 58 of the Residential Tenancy Act (the Act), I was designated to hear a cross application regarding the above-noted tenancy.

The landlord's application pursuant to the Act is for:

- a monetary order for unpaid rent, pursuant to section 26;
- a monetary order for loss under the Act, the regulation or tenancy agreement, pursuant to section 67; and
- an authorization to recover the filing fee for this application, under section 72.

The tenants' application pursuant to the Act is:

- an order for the landlord to return double the security deposit (the deposit), under 38; and
- an authorization to recover the filing fee for this application, under section 72.

Landlord WA (the Landlord), witness CZ, tenant NS and witness ZB attended the hearing on November 14, 2024. Tenant NS represented respondent North America Vocational Education Group Inc. (the Company). All parties had a full opportunity to provide affirmed testimony, present evidence, cross examine the other party, and make submissions.

This decision should be read in conjunction with the interim decision dated September 16, 2024 (the Interim Decision).

### **JS' name**

The applications list tenant JS.

Both parties agreed that JS' legal name is NS.

NS affirmed that she is known as JS, and this is why she used JS in the documents related to this tenancy.

Pursuant to section 64(3)(a) of the Act, I have amended the applications to list tenant NS, as this is NS' legal name.

### Service

The parties each confirmed receipt of the Notices of Application for Dispute Resolution and the evidence (the Proceeding Packages) and that they had enough time to review them.

Based on the testimonies, I find that each party was served with the Proceeding Packages in accordance with section 89(1) of the Act.

### BCSC Claim

The Landlord stated there is a claim in the British Columbia Supreme Court (BCSC) related to this tenancy.

Section 58(2)(d) of the Act states the Residential Tenancy Branch (RTB) does not have jurisdiction when the application is linked substantially to a matter that is before the Supreme Court.

The Interim Decision, which both parties confirmed receipt in September 2024, states:

The Landlord affirmed that he learned about the BCSC hearing on August 23, 2024 and asked for an adjournment prior to this hearing, but the Tenant did not consent to the adjournment.

The Tenant declined to comment on the Landlord's request for the adjournment.

[...]

I order the Landlord to serve the materials to the Tenant no later than 10 calendar days after the date of this decision.

[...]

The parties are at liberty to submit any evidence they consider necessary.

The Landlord did not submit documents about the alleged BCSC case and testified that the BCSC issued decisions on September 12, 2024 and October 11 about the rental property and the tenancy discussed in this application.

NS said there is no claim in the BCSC related to the tenancy discussed in these applications.

I find the Landlord's testimony does not outweigh NS' testimony about the alleged BCSC claim.

I find the Landlord failed to prove there is a BCSC claim related to these applications, as the Landlord did not submit documents about the alleged claim. Thus, the exception of section 58(2)(d) of the Act does not apply and the RTB has jurisdiction to hear this matter.

#### Issues to be Decided

1. Is the Landlord entitled to a monetary order for unpaid rent?
2. Is the Landlord entitled to a monetary order for compensation for damages caused by the tenants?
3. Are the tenants entitled to an order for the return of double the deposit?
4. Are the parties authorized to recover their applications filing fees?

#### 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.

Both parties agreed that monthly rent was \$9,500.00, due on the first day of the month and the Landlord received and holds today the \$2,000.00 deposit.

The Landlord submitted a copy of the tenancy agreement, hereinafter referred to as the Landlord's agreement. Page 2 of this document states:

**3. RENT** (please fill in the information in the spaces provided)

a) **Payment of Rent:**  
 The tenant will pay the rent of \$ 9500 each (check one)  day  week  month to the landlord on the first day of the rental period which falls on the (due date, e.g., 1st, 2nd, 3rd, .... 31st) 1st day of each (check one)  day  week  month subject to rent increases given in accordance with the RTA.  
 The tenant must pay the rent on time. If the rent is late, the landlord may issue a *Notice to End Tenancy for Unpaid Rent* (form RTB-30) to the tenant, which may take effect not earlier than 10 days after the date the notice is given.

b) **What is included in the rent:** (Check only those that are included and provide additional information, if needed.)  
 The landlord must not terminate, or restrict a service or facility that is essential to the tenant's use of the rental unit as living accommodation, or that is a material term of the tenancy agreement.

<input type="checkbox"/> Water	<input type="checkbox"/> Natural gas	<input type="checkbox"/> Garbage collection	<input checked="" type="checkbox"/> Refrigerator	<input checked="" type="checkbox"/> Carpets
<input type="checkbox"/> Cablevision	<input type="checkbox"/> Sewage disposal	<input type="checkbox"/> Recycling services	<input checked="" type="checkbox"/> Dishwasher	<input type="checkbox"/> Parking for <u>2</u> vehicles
<input type="checkbox"/> Electricity	<input type="checkbox"/> Snow removal	<input type="checkbox"/> Kitchen scrap collection	<input checked="" type="checkbox"/> Stove and oven	Other: <input type="text"/>
<input checked="" type="checkbox"/> Internet	<input type="checkbox"/> Storage	<input type="checkbox"/> Laundry (coin-op)	<input checked="" type="checkbox"/> Window coverings	Other: <input type="text"/>
<input type="checkbox"/> Heat	<input type="checkbox"/> Recreation facilities	<input type="checkbox"/> Free laundry	<input checked="" type="checkbox"/> Furniture	Other: <input type="text"/>
<input type="checkbox"/> Additional information: <u>landlord cover utilities within cad 500 per month, tenant pay over cad 500 per month</u>				

NS submitted a copy of the tenancy agreement, hereinafter referred to as the Tenant's agreement. Page 2 of this document states:

**3. RENT** (please fill in the information in the spaces provided)

a) **Payment of Rent:**  
 The tenant will pay the rent of \$ 9500 each (check one)  day  week  month to the landlord on the first day of the rental period which falls on the (due date, e.g., 1st, 2nd, 3rd, .... 31st) 1st day of each (check one)  day  week  month subject to rent increases given in accordance with the RTA.  
 The tenant must pay the rent on time. If the rent is late, the landlord may issue a *Notice to End Tenancy for Unpaid Rent* (form RTB-30) to the tenant, which may take effect not earlier than 10 days after the date the notice is given.

b) **What is included in the rent:** (Check only those that are included and provide additional information, if needed.)  
 The landlord must not terminate, or restrict a service or facility that is essential to the tenant's use of the rental unit as living accommodation, or that is a material term of the tenancy agreement.

<input checked="" type="checkbox"/> Water	<input checked="" type="checkbox"/> Natural gas	<input type="checkbox"/> Garbage collection	<input checked="" type="checkbox"/> Refrigerator	<input checked="" type="checkbox"/> Carpets
<input type="checkbox"/> Cablevision	<input type="checkbox"/> Sewage disposal	<input type="checkbox"/> Recycling services	<input checked="" type="checkbox"/> Dishwasher	<input type="checkbox"/> Parking for <u>2</u> vehicles
<input checked="" type="checkbox"/> Electricity	<input type="checkbox"/> Snow removal	<input type="checkbox"/> Kitchen scrap collection	<input checked="" type="checkbox"/> Stove and oven	Other: <input type="text"/>
<input checked="" type="checkbox"/> Internet	<input type="checkbox"/> Storage	<input type="checkbox"/> Laundry (coin-op)	<input checked="" type="checkbox"/> Window coverings	Other: <input type="text"/>
<input type="checkbox"/> Heat	<input type="checkbox"/> Recreation facilities	<input type="checkbox"/> Free laundry	<input checked="" type="checkbox"/> Furniture	Other: <input type="text"/>
<input type="checkbox"/> Additional information: <u>landlord cover utilities within cad 500 per month, tenant pay over cad 500 per month</u>				

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Both agreements list as tenants the Company and NS, named as JS, and indicate the fixed-term tenancy was from June 15, 2023 to August 20.

The addendum signed by the tenants states: "c. Electricity, internet, tv, water, fortis gas, utilities in respect of the property will be covered by the tenants. If over 500 per month, and balance will be paid after get notice within 3 building days or deduct from deposit."

The Landlord's agreement page 6 contains only the Landlord's signature. The Tenant's agreement page 6 contains all the parties' signatures.

The Landlord stated that he believes he signed the Tenant's agreement and later testified that his signature in the Tenant's agreement is forged.

The Landlord affirmed the parties initially agreed that rent included utilities, limited to \$500.00 per month and later the parties changed their mind about the utilities and rent did not include the utilities anymore.

NS said the parties agreed the utilities are included in the monthly rent, the Tenant's agreement is the correct agreement and there wasn't a new agreement about the utilities.

The parties had a prior application for dispute resolution (the prior file number is recorded on the cover page of this decision). The prior application decision dated July 2, 2024 dismissed the Landlord's claim with leave to reapply:

The Landlord's application for a Monetary Order for unpaid rent under section 67 of the Act is dismissed, with leave to reapply.

The Landlord's application for a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act is dismissed, with leave to reapply.

The Landlord's application for authorization to retain all or a portion of the Tenants' security deposit in partial satisfaction of the Monetary Order requested under section 38 of the Act is dismissed, without leave to reapply.

I order the Landlord to return the security deposit plus interest, that they are holding for this tenancy to the Tenant within 15 days of the date of this decision.

If the Landlord does not comply as ordered above, I grant permission to the Tenant to file for the recovery, of double the value of their original deposit, pursuant to section 38 of the Act.

The Landlord affirmed that he mailed JS a cheque in the amount of \$2,158.50 for the return of the deposit and the interest. The Landlord submitted the cheque's copy into evidence. It is dated July 14, 2024, payable to JS, and it mentions that it is for the \$2,000.00 deposit, \$100.00 filing fee for the prior application and \$58.50 interest.

The Landlord stated that NS could not cash the cheques because the cheque was payable to JS and he was not aware of her legal name at the time.

The Landlord submitted photographs of the packages mailed to both JS and the Company and the tracking numbers from Canada Post indicating the packages were mailed on July 9, 2024 and delivered to JS on July 11. The Landlord testified that both packages were mailed to JS' address recorded on the cover page of this decision.

NS confirmed her address recorded on the cover page of this decision is correct and said that she did not receive the cheque.

NS requested the cheque for any payments should be payable to the Company.

NS is seeking double the deposit, plus interest, as the Landlord did not return the deposit in accordance with the prior application decision dated July 2, 2024. NS affirmed she did not authorize the Landlord to retain the deposit.

The Landlord is seeking 2 days of rent in the amount of \$634.00 (\$9,500.00 divided by 30 days x 2 days), as the tenancy started on June 14, 2023 and ended on August 21 and the Landlord did not receive rent for these days.

NS submitted a translation of text messages between the Landlord and herself on June 14, 2024. The translations state:

**The Landlord:** [redacted for privacy] has checked in one night early today on your behalf.

**NS:** We are not one night early, we talked about this before, [redacted for privacy] also communicated with you, tenants will go in to set up a bit. They won't stay there, the normal rental period is still according to the contract.

**The Landlord:** You are not charged. Everything is subject to handing over the key.

NS stated the Landlord authorized the tenants to move one day early at no cost and the tenancy started on June 14, 2024.

The Landlord testified the translations submitted by NS are not correct and that he did not authorize the tenants to move in one day early at no cost.

NS submitted translations of text messages dated August 2023:

**Landlord on August 19:** Hello, tomorrow's move out inspection requirements has been stated before, so I won't repeat it. Just a reminder open all the windows, ventilate the air, throw away all the garbage, take away all the personal belongings, and put the furniture back to its original position. Be careful not to scratch the floor. The cleaning company will be there at 11:00 tomorrow morning. They'll throw out everything that doesn't belong to us.

**Tenant on August 20:** [redacted for privacy] on behalf of the company, conducted a move-out inspection with you at the rented premises. On the day of the inspection, we graciously agreed to pay you \$650.00 CAD for the cleaning costs, and we clearly agreed that there would be no further costs. Regarding the agreement that we will be responsible for utilities exceeding \$500.00 per month, we will need you to provide us with a valid bill, confirming that it is payable, and pay it after we have checked it off. Other than that, we are unable to accept any of the estimates or other issues that you are now referring to. We have clearly agreed with you on the above at the time of the inspection, and because of this agreement, the inspection completed smoothly. We would like you to refund us the remaining balance of the deposit of 2000.00 CAD minus 650.00 CAD within 15 days of the end of the lease, and if we do not receive the refund later than 15 days after the end of the lease, we will take steps to protect our legal rights. We will also reconsider the previous agreement of \$650.00 CAD.

The Landlord said the tenant's message sent on August 20, 2023 is not accurate and stated the 3 undated photographs submitted into evidence indicate the tenants only moved out on August 21.

NS affirmed the tenants moved out on August 20, 2023.

The Landlord is seeking cleaning expenses of \$870.00, as the tenants did not clean the rental unit (the unit) when the tenancy ended. The Landlord submitted two cleaning invoices dated August 20, 2023 totalling the amount claimed. The Landlord stated the unit's carpets were not clean and there was garbage in the 4,000 square feet, single-family 6-bedroom house.

NS testified she was not in the unit when the tenancy ended and that maybe "it was a little dirty".

Witness ZB said the tenants moved out on August 20, 2023, the unit was not super clean, but it was clean, and the tenants removed all the garbage prior to moving out.

The Landlord affirmed ZB is NS' boyfriend, he did not live in the unit and contradicted himself during his testimony and ZB's legal name is not what he provided, as he recalls seeing his identity card on the move out day with another name.

ZB stated he did not live in the unit, but he was there on August 20, 2023.

The Landlord submitted the condition inspection report (the report). It states the move out date was August 21, 2023, the move out inspection was on August 20, and that when the tenancy ended: "Damaged and scatared on different locations. Washing room glass also damaged. Cleaning fee also need to pay promised by tenant. Tenant also agree to pay utilities such as water, gas, electricity."

The Landlord testified the tenants refused to sign the report on the move in and out inspections. ZB said he signed it, but he never got a copy of the report.

ZB affirmed that when the tenancy ended he agreed to pay \$650.00 for cleaning costs, but he does not agree to do so now.

The Landlord is seeking gas payment (\$202.81); water (\$1,974.22), electricity (\$200.00), internet, cable and telephone (\$300.00 in total).

The Landlord submitted a gas bill for \$140.81, and two other bills showing a credit. The water bill shows a total of \$1,931.03 for the period of July 1, 2023 to September 30, and includes a balance of \$1,542.27 from a previous bill.

The Landlord did not submit the electricity and internet bills because the tenants received the bills and did not give them to him.

NS stated the Landlord is not entitled to the amounts, as the utilities were included in the rent.

The Landlord is seeking \$1,832.25, as the tenants damaged the unit's bathroom glass frame and the walls. The invoice submitted by the Landlord states:

Repairing the damage wall on living room: CAD 1350  
Repair the master washing room glass CAD 395  
CAD 1745 plus. GST 5%  
Total : CAD. 1832.25



NS submitted a photograph that shows a damaged bathroom glass frame and testified that she is not responsible for the frame damage, as it simply fell. NS said the tenants did not damage the walls and that the invoice "is not correct".

The Landlord is seeking \$4,000.00, as the tenants previously authorized him to retain the deposit and now are seeking an order for double the return of the deposit and also because he worked for 25 hours to prepare the evidence for this application. The Landlord referred to this claim as 'fraud'.

The Landlord is seeking \$6,000.00, as the tenants threatened him during the tenancy. NS denied this allegation. The Landlord referred to this claim as 'additional loss'.

The Landlord submitted a monetary order worksheet indicating a total amount of \$16,081.00 for all the Landlord's claims.

### Analysis

Pursuant to Rule of Procedure 6.6, the standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove the case is on the person making the claim.

Section 7 of the Act states that if a party does not comply with the Act, the Regulations or the tenancy agreement, the non-complying party must compensate the other party for damage or loss that results, and whoever claims compensation must minimize the losses.

Policy Guideline 16 sets out the criteria which are to be applied when determining whether compensation for a breach of the Act or the tenancy agreement is due. It states the applicant has to prove the respondent failed to comply with the Act or the agreement, the applicant suffered a loss resulting from the respondent's non-compliance, and the applicant proves the amount of the loss, and reasonably minimized the loss suffered.

### Unpaid rent

Section 26(1) of the Act states "A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the

tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.”

I accept NS’ testimony that the tenants moved to the unit on June 14, 2024, that the tenancy agreement was supposed to start on June 15, end on August 20 and that monthly rent was \$9,500.00.

The Landlord did not explain why the text message translations dated June 14, 2024 are not correct.

The June 14, 2024 text messages’ translations do not indicate the Landlord authorized the tenants to move in one day early and not pay rent.

NS did not present evidence indicating that the Landlord authorized the tenants to move to the unit one day early at no cost.

Based on the June 14, 2024 text messages’ translation and NS’ testimony, I find the tenants moved to the unit on June 14 and the Landlord did not authorize the tenants to not pay rent for that night.

Section 35(1) of the Act states “the landlord and tenant together must inspect the condition of the rental unit before a new tenant begins to occupy the rental unit on or after the day the tenant ceases to occupy the rental unit or on another mutually agreed day”.

The report indicates the tenants moved out on August 21, 2023, but the inspection was on August 20. I find the report is contradictory, as a move out inspection should only happen when the tenants moved out and there is no evidence the parties agreed to conduct the move out inspection on another day.

The text messages dated August 19 and 20 indicate the tenants moved out on August 20. The photographs submitted by the Landlord do not prove the tenants occupied the unit until August 21, as they are not dated.

Considering the above, I find the tenants occupied the unit from June 14, 2024 to August 20 and did not pay rent for June 14.

Thus, I order the tenants to pay the Landlord rent for June 14, 2024 in the amount of \$316.67 (\$9,500.00 monthly rent divided by 30 days x 1 day) and dismiss the request for payment of rent for August 21.

### Utilities

I find the Landlord's testimony about changing the agreement about the utilities payment non-convincing, as the Landlord confirmed the parties agreed that utilities are included (limited to \$500.00 per month), and later indicated the parties amended the tenancy agreement to exclude this.

I find the Landlord's testimony about his forged signature in the tenant's agreement is non-convincing, as he first confirmed he signed it and later denied this fact.

I find NS' testimony about the tenancy agreement including the utilities convincing.

Based on page 2 of the Landlord's agreement, I find the information on that page has erased information about the inclusion of water, electricity, internet and natural gas in the tenancy, as the snapshot of that document clearly demonstrates that this information was erased.

Pages 2 of both the Landlord's and the Tenant's agreements indicate "additional information: landlord cover utilities within cad 500 per month, tenancy pay over car 500 per month".

I find the addendum clause 'c' is contradictory to the tenancy agreement and not clear, as it first indicates that the tenants must pay the utilities, but then it indicates they will only pay these expenses if they are above \$500.00 per month.

Considering all of the above, I find that monthly rent included water, electricity, internet and natural gas up to \$500.00 per month during the entire tenancy, as this information is clearly stated in the Tenant's agreement and NS' testimony about the utilities is convincing.

The gas bill indicates an amount of only \$140.81. The water bill includes a previous amount of \$1,542.27. The Landlord did not submit the previous bills and did not indicate this amount was used by the tenants. The Landlord did not explain why he could not submit the electricity and internet bills, as the Landlord could ask for a new copy of

these bills from the utility provider even if the tenants received these bills and did not give them to the Landlord.

Considering all the above, I find the Landlord failed to prove the tenants spent more than \$500.00 per month for the utilities. Thus, I dismiss the Landlord's claim for utilities.

### Cleaning expenses

Section 37(2)(a) of the Act states the tenant must reasonably clean the rental unit when the tenancy ends.

Policy Guideline 1 states "the tenant is generally responsible for paying cleaning costs where the property is left at the end of the tenancy in a condition that does not comply with that standard."

The Landlord did not explain for many hours he needed to clean the unit and did not submit photographs showing the unit's conditions when the tenancy ended. I find the report provides very generic information about the unit's cleaning condition when the tenancy ended, and the two invoices submitted do not provide details about the extent of the cleaning.

However, witness ZB indicated the unit was not 'super clean' and NS indicated that it was 'a little dirty'.

The Landlord's allegations about witness ZB dating NS and the spelling of his name are not relevant to the matters in this application.

Considering the tenant texted the Landlord on August 20, 2023 agreeing to pay \$650.00 for cleaning, the Landlord submitted invoices for cleaning expenses and NS and ZB provided testimony indicating the unit was not reasonably clean when the tenancy ended, I find it reasonable to award the Landlord \$650.00 for cleaning expenses, as the Landlord proved the unit was not reasonably clean when the tenancy ended and the Landlord suffered a loss to clean the 6-bedroom unit.

Thus, I award the Landlord \$650.00.

Wall and glass damage

Section 32(3) of the Act states that a tenant 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.

The information in the report about the wall damage is vague. The parties did not present photographs or detailed testimony about the alleged wall damage. Thus, I find the Landlord failed to prove that he suffered the damage for the tenant's breach of the Act regarding the wall damage.

I find the NS' testimony about the glass frame falling not convincing, as I find the tenants would have contacted the Landlord about such damage.

NS did not indicate why the invoice "is not correct".

Considering the invoice, the photograph, the report, and the Landlord's testimony, I find the Landlord proved the tenants breached section 32(3) of the Act by damaging the glass frame in the bathroom and the Landlord suffered the loss of \$414.75 (\$395.00 plus 5% GST).

Thus, I award the Landlord \$414.75.

Fraud and additional loss

The parties' time preparing documents for an application for dispute resolution is not a recoverable expense.

The Landlord is not entitled to compensation if the tenants authorized him to retain the deposit and later changed their mind.

The Landlord did not present evidence to prove the tenants threatened him.

Considering the above, I dismiss the claims for fraud and additional loss.

Deposit

Section 38(1) of the Act requires landlords to either return the tenant's deposits in full or file for dispute resolution for authorization to retain the deposit 15 days after the later of the end of a tenancy or upon receipt of the tenant's forwarding address in writing.

I accept the undisputed testimony that the Landlord currently holds the \$2,000.00 deposit.

The July 2, 2024 ordered the Landlord to return the deposit in 15 days, from the date of that decision. Thus, the Landlord had to do so by July 17.

Based on the Landlord's convincing testimony, the photographs showing the packages and the tracking numbers from Canada Post indicating the packages were mailed on July 9, 2024 and delivered to NS on July 11, I find the Landlord mailed the cheque on July 9, 2024, in compliance with the decision dated July 2, 2024.

I find the Landlord sufficiently explained why NS could not cash the cheque, as the Landlord was not aware of her legal name and the cheque was payable to JS.

As stated in the tenancy agreement, the Company and NS, named as JS, were the tenants.

I find the Landlord was aware of the forwarding address on July 9, 2024, as he mailed the package with the cheque to NS' address and NS confirmed this is her correct address.

Thus, I find the Landlord strictly complied with the July 2, 2024 decision and NS could not cash the cheque because she did not provide her legal name to the Landlord.

I accept NS' request to have the deposit payable to the Company.

Considering the above, the tenants are not entitled to double the deposits, as the Landlord complied with the July 9, 2024 decision. Thus, I order the Landlord to return the deposit and the interest to the Company, in accordance with section 38(1) of the Act.

The legislation does not indicate until when the interest in the deposit should be calculated. I find it fair to apply interest in the deposit from the day the tenancy started (June 14, 2023) to the day the Landlord mailed the cheque (July 9, 2024).

According to the deposit interest calculator (available at <http://www.housing.gov.bc.ca/rtb/WebTools/InterestOnDepositCalculator.html>), the interest accrued on the deposit is \$49.74.

Thus, I order the Landlord to return the deposit plus the interest in the total amount of \$2,049.74 to the Company, in accordance with section 38 of the Act.

#### Filing fees and summary

As both parties were partially successful with their applications, each party will bear their own filing fee.

In summary, I awarded the Landlord:

<b>Expenses</b>	<b>\$</b>
Unpaid rent	316.67
Cleaning	650.00
Glass	414.75
Total:	1,381.42

Policy Guideline 17 states that “where a landlord applies for a monetary order and a tenant applies for a monetary order and both matters are heard together, and where the parties are the same in both applications, the arbitrator will set-off the awards and make a single order for the balance owing to one of the parties.”

Accordingly, I award the Company \$668.32 (\$2,049.74 minus \$1,381.42).

#### Conclusion

Pursuant to section 38, 67 and 72 of the Act, I grant the Company a monetary order in the amount of \$668.32. The Company must serve this order to the Landlord in accordance with section 88 of the Act. 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.

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 26, 2024

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Residential Tenancy Branch