

DECISION

Introduction

This hearing was convened in response to cross-applications by the parties pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

The landlord requested:

- a Monetary Order for unpaid rent under section 67 of the Act
- a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act
- a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act
- authorization to retain all or a portion of the Tenant's security deposit in partial satisfaction of the Monetary Order requested under section 38 of the Act
- authorization to recover the filing fee for this application from the Tenants under section 72 of the Act

The tenants requested:

- an order that the tenancy has ended due to a frustrated tenancy;
- a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act;
- authorization to obtain a return of all or a portion of their security deposit pursuant to section 38; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

Both parties confirmed receipt of each other's applications for dispute resolution hearing packages (“Applications”). The landlord testified that they were not served with the tenants' evidentiary materials, but confirmed that they were able to obtain a copy from the RTB, with the exception of the tenant's videos. After discussing the matter, the tenants emailed the landlord a copy of the videos during the hearing. Both parties confirmed that they wished to proceed with the scheduled hearing.

Issue(s) to be Decided

Is the landlord entitled to a monetary award for unpaid rent and monetary losses arising out of this tenancy?

Are both parties entitled to the monetary orders requested?

Are the tenants entitled to the return of their security deposit?

Are either of the parties entitled to recover the costs of their filing fees for their applications?

Background and Evidence

While I have turned my mind to all the documentary evidence properly before me and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of both applications before me, and my findings around it are set out below.

This fixed term tenancy began on April 1, 2024, and was to end on March 31, 2025. Monthly rent was set at \$2,600.00, payable on the first day of the month. The landlord holds a security deposit of \$1,300.00.

This tenancy ended on January 30, 2025 after the tenants gave written notice on January 12, 2025 that they were ending the tenancy early. The landlord filed an application on February 4, 2025 to recover losses associated with this tenancy. The tenants filed their own application on March 8, 2025 for compensation.

The landlord requested the following monetary orders: (see next page)

Document Number	Receipt / Estimate From	For	Amount	
#1	Estimate	February and March rent	\$ 5200.00	\$ 2600.00
#2	Estimate	Reduced rent to try and re-rent unit out	\$ 800.00	\$ 205.00
#3	Receipt	February and March late fees	\$ 50.00	\$ 25.00
#4	Receipt	Liquid damages for tenancy turnover	\$ 1300.00	\$ 1300.00
#5	Estimate	Hydro	\$ 400.00	\$ 60.48
#6	Estimate	Utilities	\$ 600.00	\$ 375.08
#7	Receipt	Cleaning invoice	\$ 916.25	\$ 916.25
#8	Estimate	Painting to affected walls, baseboards, cupboards, doors, closets, trims	\$ 2000.00	\$ 1962.42
#9	Estimate	Replacement of damaged laminate flooring and baseboards	\$ 4000.00	\$ 1856.46
#10	Estimate	Replace damaged toilet seat	\$ 100.00	\$ 67.18

Document Number	Receipt / Estimate From	For	Amount	
#11	Estimate	Repair/replace damaged window screen	\$ 100.00	\$ 72.38
#12	Estimate	Repair/replace damaged thermostat	\$ 100.00	\$ 70.10
#13	Estimate	Replace 2 Burnt out light bulbs	\$ 20.00	\$ 18.19
#14	Estimate	Replace missing/damaged caulking	\$ 100.00	\$ 100.00
#15	Estimate	Repair damaged closet doors with missing hardware	\$ 100.00	\$ 83.96
#16	Estimate	Strata infraction letter, possible fine	\$ 200.00	\$ 200.00
#7			\$	
#8			\$	
#9			\$	
#10			\$	
Total monetary order claim			\$ 15986.25	

The landlord was able to re-rent the unit and sign a new tenancy agreement on February 11, 2025 for a new tenancy that began on March 1, 2025 for monthly rent of \$2,395.00 per month.

The landlord testified that they made a significant effort, and spent a significant amount of time, to fill the vacancy as soon as possible, which included multiple advertisements and postings.

The landlord noted that despite the fact that the utilities were not included in the monthly rent, the tenants failed to pay the outstanding utilities, including the water and sewer.

The landlord submitted a copy of a move-in and move-out inspection report, and photos of the suite. The landlord is seeking a monetary order in relation to repairs and cleaning as the tenants failed to leave the rental unit in reasonably clean and undamaged condition. The landlord noted that they had provided the tenants with the RTB guidelines as to what was expected prior to the move-out and despite this, the rental unit was still covered in grime and dirt. The landlord noted that there was still hair on the toilet seat.

The landlord is seeking reimbursement for the repairs, as reflected in the invoices and receipts, for damage to the rental unit. The landlord withdrew the claim for the strata fine.

The tenants disputed the landlord's monetary claims, with the exception of the claim for \$60.48 for the hydro bill. The tenants dispute that water and sewer were their responsibility as they feel that they did not agree to pay for these utilities.

The tenants do not dispute that they gave their notice to end the tenancy on January 12, 2025, but question whether the unit was actually rented out earlier than March 1, 2025. The tenants observed in February 2025 that the rental unit was "sold", and therefore believe that the unit was re-rented earlier than March 1, 2025.

The tenants testified that they did clean the rental unit, and dispute the landlord's claim for cleaning. The tenants also argued that the amount claimed was excessive.

The tenants questioned whether the credibility of the inspection reports, and argued that they did not get a copy of the move-in inspection. The tenants argued that the rental unit was not newly painted at the beginning of the tenancy, and that there was already wear and tear.

The tenants filed a counter claim requesting the following monetary orders:

<i>Document Number</i>	<i>Receipt / Estimate From</i>	<i>For</i>	<i>Amount</i>
#1	Initial deposit		\$1,300.00
#2	high rent for one bedroom plus den(over		\$6,000.00
#3	Sewage and Water added excluding rent		\$485.00
#4	rodent control equipments		\$500.00
#5	Health/mental stress/ loss of pay		\$1,715.00

The tenants requested a \$6,000.00 refund of rent paid for this tenancy as they feel that the landlord had overcharged for the rent for this tenancy in comparison to comparable units.

The tenants also requested a refund of the amounts paid for water and sewage and they feel that these charges were not indicated on the tenancy agreement, and should have been included in the monthly rent.

The tenants requested a monetary order of \$500.00 spent on pest control. The tenants testified that they had informed the landlord that they were allergic to rats, and had discovered after they had moved in, that there was a rodent problem. The tenants argued that the landlord had failed to adequately address the issue, and had only attempted to deal with the pest control once, and that this was one of the contributing factors for wanting to move.

The tenants requested \$1,715.00 due to the stress and loss of pay they had suffered during this tenancy. The tenants felt harassed by what they considered to unnecessary complaints from the landlord about their kids, and argued that they could have guests over. The tenants testified that they suffered ten months of stress and loss of pay due to the landlord's actions, and argued that this is why they had to move out.

The landlord disputed the tenants' claims, and argued that the tenants were provided a copy of the move-in inspection report. The landlord argued that they had always taken care and attention to abide by RTB Rules and the Act, and noted that they had submitted photos in addition to the inspection reports to support their claims.

The landlord responded that the tenants had agreed to enter into the tenancy agreement, which was signed by both parties. The landlord argued that there was no coercion on their part.

The landlord testified that the tenants had failed to support the losses claimed, and argued that that the pest control fell under the strata's responsibility. The landlord testified that after the initial pest control treatment was done, the tenants did not report any further issues from April to December 2024. The landlord noted that the caretaker had unexpectedly committed suicide, and as a result the landlord and strata may not have been apprised of any further issues.

The landlord argued that they and the strata had a the right and an obligation to enforce possible bylaw infractions, and this applies to all residents in the building.

Analysis

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage or loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. In this case, the onus is on the party making the claim to prove, on a balance of probabilities, that the other party had caused damage and losses in the amounts claimed in their application.

Landlord's Monetary Claims

Section 45(2) deals with a Tenant's notice in the case of a fixed term tenancy:

45 (2) *A tenant may end a fixed term tenancy by giving the landlord notice to end the tenancy effective on a date that*

- (a) is not earlier than one month after the date the landlord receives the notice,*
- (b) is not earlier than the date specified in the tenancy agreement as the end of the tenancy, and*
- (c) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.*

3) If a landlord has failed to comply with a material term of the tenancy agreement and has not corrected the situation within a reasonable period after the tenant gives written notice of the failure, the tenant may end the tenancy effective on a date that is after the date the landlord receives the notice.

(4)A notice to end a tenancy given under this section must comply with section 52 [form and content of notice to end tenancy].

In this case, I find that the tenants failed to end the fixed term tenancy in a manner that complies with the *Act*, as stated above. The landlord did not mutually agree to end this tenancy in writing, nor did the tenants obtain an order from the Residential Tenancy Branch for an early termination of this fixed term tenancy.

I note that the tenants may end a tenancy pursuant to section 45(3) of the *Act*, for a material breach of the tenancy agreement, but in this case I find the tenants did not follow the required steps, such as giving the landlord prior written notice of the failure and giving the landlord a reasonable period after this notice to comply with the material term.

The evidence is clear that the tenants did not comply with the *Act* in ending this fixed term tenancy, and I therefore, find that the tenants had vacated the rental unit contrary to Sections 44 and 45 of the *Act*.

I find that the landlord had provided detailed evidence to support their efforts to mitigate the tenants' exposure to losses associated with the early termination of this tenancy, and as a result was able to fill the vacancy for March 1, 2025. Although the tenants suspect that the landlord had filled the vacancy earlier, I do not find this believe to be supported in evidence.

I find that the tenancy agreement clearly shows that the new tenants had signed the tenancy agreement on February 11, 2025, and as a result the landlord was able to cancel any advertisements that they had posted. I accept that despite the landlord's efforts, they suffered a loss of rental income for the month of February 2025 in the amount of \$2,600.00. Furthermore, I also accept that the landlord had to reduce the monthly rent from \$2,600.00 to \$2,395.00 in an effort to fill this tenancy earlier, and mitigate the tenants' exposure to further loss of rent for an additional month. I find the landlord's claim to be reasonable. If the unit was not re-rented for March 2025, the tenants would have been liable for \$2,600.00 in loss of rent for an additional month. As the landlord had reduced the rent to \$2,395.00, the landlord merely suffered a loss of \$205.00 for the remaining month in the term.

I note that although the tenants had argued that the amount of rent they had paid was above the market value, and that they had felt "overcharged", I note that the two parties had entered into the tenancy agreement for a term of January 30, 2025 to March 31, 2025, for an agreed amount of \$2,600.00 in monthly rent. I find that this was a mutual decision on part of both parties, free of any duress or coercion. Although the tenants may have regretted this decision later on, and their expectations were not met, I find that the terms of the tenancy agreement are binding on both parties. Accordingly, the tenants were responsible for monthly rent of \$2,600.00 for the entire term. I find that if the tenants had remained for the enter term, the landlord would not have suffered the losses in rent as applied for. Accordingly, I find that the landlord had clearly justified and

supported their claims of lost of rent in the amounts of \$2,600.00 and \$205.00 for February and March 2025 respectively.

I note that the landlord had applied to recover “late fees” for February 2025 and March 2025. As late fees apply to late rent during a tenancy, and as this tenancy had already ended prior to these months, I do not find that late fees apply to the tenancy past January 30, 2025. Accordingly, I dismiss the landlord’s claim for late fees, without leave to reapply.

I must now consider whether the landlord is entitled to any liquidated damages as set out in condition 17 of the tenancy agreement addendum.

Residential Tenancy Branch Policy Guideline #4 with respect to Liquidated Damages includes the following guidance with respect to the interpretation of such clauses:

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

There are a number of tests to determine if a clause is a penalty clause or a liquidated damages clause. These include:

- A sum is a penalty if it is extravagant in comparison to the greatest loss that could follow a breach.*
- If an agreement is to pay money and a failure to pay requires that a greater amount be paid, the greater amount is a penalty.*
- If a single lump sum is to be paid on occurrence of several events, some trivial some serious, there is a presumption that the sum is a penalty.*

If a liquidated damages clause is determined to be valid, the tenant must pay the stipulated sum even where the actual damages are negligible or non-existent. Generally clauses of this nature will only be struck down as penalty clauses when they are oppressive to the party having to pay the stipulated sum...

The landlord drafted the agreement calling for payment of “1/2 months rent” as liquidated damages in the event that the tenancy is terminated before the end of the fixed term. Whether or not an amount specified in a contract should be construed as liquidated damages or as a penalty is a question of law to be decided upon on the basis of a consideration of the whole agreement.

The amount claimed in an agreement as liquidated damages is intended to be an estimate of the loss that may be suffered by the landlord if the tenant breaches the agreement by ending the tenancy early.

I find that the landlord is entitled to liquidated damages, as set out in the tenancy agreement, and as agreed to by both parties when signing the tenancy agreement. I do so as I accept the landlord's assertion that this sum of \$1,300.00 is to cover the costs associated with the early termination of this fixed-term tenancy. I find this to be a reasonable estimate of the landlord's loss in the event of a breach to cover costs, such as the time and cost associated with advertising, interviewing, screening, and re-renting of the rental unit due to the early termination of this tenancy. I find that the landlord had provided detailed evidence to support the time and effort they had spent as a result of the early termination of this tenancy.

Therefore, I find the Landlord is entitled to a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act, in the amount of \$1,300.00.

As the tenants do not dispute the landlord's claim for the outstanding hydro in the amount of \$60.48, I allow this portion of the landlord's monetary claim.

The landlord applied to recover an additional \$375.08 for sewer and water costs. In review of the signed tenancy agreement, I find that the boxes under section 3 of the tenancy agreement for "water", "heat", "electricity" or any other utilities are not checked off to indicate that they are included in the monthly rent. Although I accept that clause 9 in the addendum does not reference sewer and water costs, I find that the tenancy agreement does not provide for these utilities as part of the monthly rent. Furthermore, the tenants had previously paid the requested amounts, which supports that they had understood and accepted that these utilities were not included. I find that the tenants are responsible for sewage and water under this tenancy agreement, and therefore I find that the landlord is entitled to a monetary order of \$375.08 for the amounts owed.

I will now consider the landlord's claim for cleaning and damage to the rental unit.

Section 37(2)(a) of the *Act* stipulates that when a tenant vacates a rental unit the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

To be awarded compensation for a breach of the Act, the landlord must prove:

- the tenant has failed to comply with the Act, regulation or tenancy agreement
- loss or damage has resulted from this failure to comply
- the amount of or value of the damage or loss
- the landlord acted reasonably to minimize that damage or loss

Sections 23 and 35 of the *Act* require the landlord to perform both move-in and move-out inspections, and fill out condition inspection reports for both occasions.

While the tenants dispute that they have received a copy of the inspection report, the landlord had provided a copy of the move-in and move-out inspection reports for this tenancy. I find that the evidence clearly shows that both parties had signed the report as the beginning and end of this tenancy after an inspection was completed. Furthermore, I find that the tenancy agreement addendum includes a notation that the tenants agree to receive copies of the lease and inspection report electronically.

I find that the evidence not only clearly shows the efforts the landlord had made to conduct the inspections as required, but had also filled out the corresponding reports. I find that the landlord had made it clear that the tenants would receive a copy of the condition inspection report. I do not find that the evidence supports that the tenants had informed the landlord, prior to this dispute, that they had never received a copy of the report.

On a balance of probabilities, and based on the evidence before me, I find that the landlord had complied with their obligations to perform both move in and move out inspections, fill out the corresponding reports, and provide the tenants with copies of the reports.

Although the tenants argued that the unit was reasonably clean, and that the landlord may have provided fraudulent or misleading accounts of the condition of the rental unit, I find that the evidence clearly supports that the unit was not reasonably clean at the end of this tenancy. I find that the numerous photos submitted clearly show a unit that required significant cleaning, such as the photos of the toilet and toilet seat, the dirty glass in the bathroom, the dirty and stained tile grout, the dirty stove burner, and dirt on the baseboards. In consideration of the amount claimed, I accept that the landlord had provided supporting evidence to show that they had suffered a loss of \$916.25 for professional cleaning. I find the invoice includes a detailed summary including the items cleaned, and time spent cleaning the areas referenced.

I note that the tenants were obligated to return the rental unit to the landlord in reasonably clean condition. As the unit was far from clean at the end of this tenancy, and as the landlord had limited time to ensure that the rental unit was sufficiently clean in order to advertise and show the rental unit as soon as possible, I accept that the landlord had to suffer a greater loss in order to have cleaners attend on an urgent basis. I note that the invoice shows a cleaning date of February 3, 2025, which is a few days after the tenants had vacated the rental unit. I find that the landlord's claim for this loss is due to the tenant's failure to give proper notice, and their failure to ensure that the rental unit was clean on January 30, 2025, and therefore I find that the tenants are obligated to reimburse the landlord for their loss of \$916.25.

In consideration to the landlord's claims for damage, and tenants' allegations of fraudulent evidence and claims, I note that section 21 of the Residential Tenancy Regulation states the following:

Evidentiary weight of a condition inspection report

21 In dispute resolution proceedings, a condition inspection report completed in accordance with this Part is evidence of the state of repair and condition of the rental unit or residential property on the date of the inspection, unless either the landlord or the tenant has a preponderance of evidence to the contrary.

In light of the evidence and testimony before me, I do not find that the tenants' allegations of fraud are sufficiently supported in evidence. I find that the landlord had provided very detailed evidence to support that they had taken care and consideration to ensure that that they had complied with the Act and Regulation for this tenancy.

As noted earlier, I find that the tenants had signed off on the inspection reports, and I do not find any evidence to support that the document has been altered or changed. Furthermore, in addition to the inspection reports, I find that the landlord's claims for damage to the rental unit are supported with detailed photos, a very detailed invoice which provides for the specific time and repairs performed, and proof that the landlord had paid for these repairs performed.

I am not satisfied that the damages referenced in the landlord's claims amount to regular wear and tear. Accordingly, I grant the landlord's monetary claims for damage to the rental unit as reflected in their monetary order worksheet and invoice submitted.

As the landlord had established that their application has merit, I allow the landlord to recover the \$100.00 filing fee paid.

Tenants' Monetary Claims

I will now consider the tenant's monetary claims.

As noted above, I find that utilities, including sewer and water, were not included in the monthly rent. I find that the tenants had to pay for the utilities as part of the tenancy agreement, including the water and sewer. Accordingly, I dismiss the tenants' claim for reimbursement in the amount of \$485.00, without leave to reapply.

The tenants also requested a refund of \$6,000.00 as they feel that the landlord had overcharged them for rent. As noted earlier in this decision, I find that the two parties had entered into the tenancy for rent of \$2,600.00 in monthly rent, free of any duress or coercion.

Section 65(1)(c) and (f) of the *Act* allow me to issue a monetary award to reduce past rent paid by a tenants to a landlord if I determine that there has been "a reduction in the

value of a tenancy agreement.” In this matter the tenants bear the burden to prove that it is likely, on balance of probabilities, that the tenants actually suffered a reduction in the value of the tenancy in the amounts claimed.

Although I accept that the tenants’ expectations for this tenancy were not met, I do not find that the tenants’ application supports that they had suffered a reduction in the value of the tenancy in the amount claimed. Accordingly, I dismiss their claim for a \$6,000.00 rent reduction, without leave to reapply.

Section 33(1) of the *Act* allows a tenant to be reimbursed for repairs that are:

- (a) urgent,
- (b) necessary for the health or safety of anyone or for the preservation or use of residential property, and
- (c) made for the purpose of repairing
 - (i) major leaks in pipes or the roof,
 - (ii) damaged or blocked water or sewer pipes or plumbing fixtures,
 - (iii) the primary heating system,
 - (iv) damaged or defective locks that give access to a rental unit,
 - (v) the electrical systems, or
 - (vi) in prescribed circumstances, a rental unit or residential property.

Pursuant to section 33(3) of the *Act*, a tenant may have emergency repairs made only when all of the following conditions are met:

- a) emergency repairs are needed;
- (b) the tenant has made at least 2 attempts to telephone, at the number provided, the person identified by the landlord as the person to contact for emergency repairs;
- (c) following those attempts, the tenant has given the landlord reasonable time to make the repairs.

Pursuant to section 33(6), subsection (5) does not apply to amounts claimed by a tenant for repairs about which the director, on application, finds that one or more of the following applies:

(a) the tenant made the repairs before one or more of the conditions in subsection (3) were met;

(b) the tenant has not provided the account and receipts for the repairs as required under subsection (5) (b)...

I do not find that the pest control meets the definition of emergency repairs.

Although I accept that there was a rodent issue, the tenants did not take the proper steps for reimbursement of the expenses claimed. I find that the landlord had fulfilled their obligations in responding to the tenants' concerns about rodents in the rental unit. I find that the landlord had provided a reasonable explanation for any unforeseen delays that might have taken place during this tenancy, which involved the sudden suicide of the caretaker. I am not satisfied that the tenants had established that this monetary loss was due to the landlord's failure to comply with the Act, and therefore I dismiss the tenants' claims for the cost of pest control, without leave to reapply.

The tenants also applied for a monetary order of \$1,715.00 in relation to mental stress and loss of pay associated with this tenancy. As stated above, a claimant must not only support the amounts claimed, and that it was due to the other party's contravention of the Act and tenancy agreement, the claimant has a duty to mitigate these losses.

While I accept that the tenants may have felt targeted or harassed by the landlord, I am not satisfied that the evidence sufficiently supports any allegations of harassment, or malicious conduct, on behalf of the landlord.

I find that the landlord had acted within their rights and obligations as a landlord during this tenancy, which may include ensuring that tenants abide by strata bylaws.

Furthermore, as noted above, an applicant must sufficiently support that the losses claimed are due to the other's contravention of the Act. As noted in RTB Policy Guideline #16: "In order to determine the amount of compensation that is due, the arbitrator may consider the value of the damage or loss that resulted from a party's non-compliance with the Act, regulation or tenancy agreement or (if applicable) the amount of money the Act says the non-compliant party has to pay. The amount arrived at must be for compensation only, and must not include any punitive element. A party seeking compensation should present compelling evidence of the value of the damage or loss in question. For example, if a landlord is claiming for carpet cleaning, a receipt from the carpet cleaning company should be provided in evidence."

As noted above, the onus is on the tenants to support the actual value of the loss claimed, and furthermore, the amount must not include any punitive element. Although I sympathize with the tenants, and the fact that they suffered greatly during this tenancy, I find that they not sufficiently support the amount claimed, either referenced and supported by similar claims of this nature, or by providing pay stubs, receipts, or statements. I find that the tenants failed to establish how their suffering was due to the

deliberate or negligent act or omission of the landlord. I find that the tenants had chosen to move out, in a manner that does not comply with the Act. Accordingly, I dismiss the tenant's claim of \$1,715.00, without leave to reapply.

Under section 72 of the Act, I allow the Landlord to retain the Tenants' security deposit, plus interest, in partial satisfaction of the monetary awards granted.

Conclusion

The tenants' entire application is dismissed without leave to reapply.

I issue a Monetary Order in the amount of **\$8,453.64** in the landlord's favour for the monetary orders granted in the table below:

Item	Amount
Loss of Rent	\$2,805.00
Unpaid Utilities	\$435.56
Liquidated Damages	\$1,300.00
Reimbursement for Cleaning	\$916.25
Reimbursement for Repairs	\$4,230.69
Recovery of Filing Fee	\$100.00
Less security deposit held, plus interest	-\$1,333.86
Total Monetary Order to Landlord	\$8,453.64

The landlord is provided with this Order in the above terms and the tenants must be served with a copy of 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.

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: May 9, 2025

Residential Tenancy Branch