



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNDC, MNSD, FF

Introduction and Preliminary Matter

This hearing convened as a result of the Landlord's Application for Dispute Resolution wherein the Landlord requested monetary compensation from the Tenants for unpaid rent and damage to the rental unit, authority to retain the Tenant's security deposit and to recover the filing fee.

The hearing was conducted by teleconference on April 4, 2017. Both parties called into the hearing as did two witnesses for the Landlord. Due to late delivery of the Landlord's evidence, the hearing was adjourned to May 15, 2017. The hearing did not complete on May 15, 2017 and was adjourned to August 14, 2017.

During the hearings both parties were given a full opportunity to be heard, to present their affirmed testimony, to present their evidence orally and in written and documentary form, and make submissions to me.

At the conclusion of the hearing on August 14, 2017 and after I had confirmed the email addresses of the parties, the Landlord stated that she did not receive the Tenants' evidence until April 26, 2017. Further she alleged she did not receive a complete binder of the Tenants' evidence. She did not specify what pages were missing, or how she came to conclude her copy was incomplete. The Tenant testified that an identical package of evidence was sent to the Landlord and to the branch. Without specific details from the Landlord, I am unable to find that she did not receive a complete evidence package from the Tenants. I therefore find the parties received all evidence submitted by the other.

I have reviewed all oral and written evidence before me that met the requirements of the *Residential Tenancy Branch Rules of Procedure*. However, not all details of the respective submissions and or arguments are reproduced here; further, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

1. Is the Landlord entitled to monetary compensation for unpaid rent, damage to the rental unit, money owed or compensation for loss under the *Residential Tenancy Act*, the *Residential Tenancy Regulation*, or the tenancy agreement?
2. What should happen with the Tenants' security deposit?
3. Should the Landlord recover the filing fee?

Background and Evidence

The Landlord testified the rental unit is a 1,600-1,700 square foot townhouse on two levels. She estimated that it was built approximately 27-30 years old and confirmed that she purchased the property in September 2010.

The residential tenancy agreement provided that this was a one year fixed term tenancy beginning October 1, 2015; peculiarly, it specified that the tenancy was to end October 31, 2016: 13 months after the start, following which it would continue on a month to month basis.

Monthly rent was initially \$1,200.00 and the Tenants paid a \$500.00 security deposit. .

By letter dated August 28, 2016 the Tenants gave notice to end their tenancy effective September 30, 2016. The Landlord sought compensation for unpaid rent for October 2016 submitting that the tenancy was to end October 31, 2016 as indicated on the tenancy agreement.

A copy of the Condition Inspection Report was provided in evidence and which indicated that the move in inspection was done on October 1, 2015 and the move out inspection was done on September 30, 2016.

The Landlord testified that when the Tenants first moved in, she asked to complete a move in condition inspection with both Tenants. She stated that this was complicated as the Tenants had to get out of their previous rental in two weeks and they were very stressed. She stated that they were having difficulty moving and she even lent them her truck. She then stated that K.S. participated in the move in inspection, although M.O. was not there.

The Move in Inspection Report filed in evidence indicates the Tenants were a "No show". When I brought this to the Landlord's attention she stated that was in relation to the move out and this was a mistake. The Landlord stated that she finished the move in inspection with K.S. but finished completing the report after they went to finish moving.

In terms of the Move Out Inspection, the Landlord provided a copy of the Notice of Final Opportunity to Schedule a Condition Inspection which she submitted was delivered through the mail slot of the rental unit on September 15, 2016 and indicated the inspection would occur on September 30, 2016 at 2:10 p.m. The Landlord confirmed that she arrived at the rental unit on

September 30, 2016 and found that the Tenants had abandoned the unit. The Landlord confirmed that she completed the move out condition inspection on her own and filled in the Tenants' forwarding address.

The Landlord testified that the Tenants did not clean the rental unit or garage as required, and left the rental unit damaged and dirty. She also alleged they deliberately damaged appliances by taking apart the clothes dryer and putting paint in the washing machine, removed items from the rental unit (such as light fixtures, door handles, refrigerator parts, and the trim around the toilet), and caused damage to the walls.

A copy of the Monetary Orders Worksheet, dated October 31, 2017 was also provided in evidence. The Landlord confirmed that the date should have read October 31, 2016. The Landlord also provided receipts for each of the items claimed (save and except for the washing machine which she claimed she had yet to replace, and the replacement of the garage door handle as she did not submit the receipt). I have reproduced this document, removing any identifying information, as well as noting the date of the supporting receipt. I also reviewed this information with the Landlord during her testimony and she confirmed that she sought monetary compensation for the following:

| | |
|--|----------|
| Repairs to banister, toilet, dryer and door handles by AMC <i>Receipts dated December 2, 2016</i> | \$494.30 |
| Estimated cost of replacement of a clothes washing machine— <i>estimate</i> | \$710.94 |
| Replacement of garage door locking handle— <i>estimate</i> | \$89.25 |
| Cost to hire plumber Landlord claims was necessitated by Tenant's alleged false reports by C.M. Plumbing <i>Receipt dated March 31, 2016</i> | \$89.25 |
| Replacement of house keys by C.E. & L. Services <i>Receipt dated September 1, 2016 for appointment September 30, 2016</i> | \$113.29 |
| Replacement of window screen damaged by Tenant's dog by T.P.W <i>Receipt dated August 5, 2016</i> | \$20.73 |
| Cost to hire repairperson for clothes dryer, Landlord claims was necessitated by tenant's alleged false reports by R.A.M. A.S. Ltd. <i>Receipt dated May 13, 2016</i> | \$123.84 |
| Repairs to rental unit by D.D. including repair and painting of walls and trim <i>Receipt dated October 31, 2016</i> | \$477.75 |
| Cleaning of the rental unit by R.W. <i>Receipt dated September 30, 2016</i> | \$200.00 |
| Cleaning and replacement of missing items (light bulbs, refrigerator parts, light switch covers, windowsills) by F.P. <i>Receipt dated September 30, 2016</i> | \$200.00 |
| Cleaning products and light bulbs from H.D. <i>Receipt dated October 1, 2016</i> | \$39.54 |
| Repair of fence broken by Tenants' dog | \$59.83 |

| | |
|--|-------------------|
| <i>Receipt dated October 18, 2015</i> | |
| Repair of blind in downstairs bedroom caused by Tenants' dog <i>Landlord indicate the receipt was lost, although handwritten receipt dated June 2016 provided in evidence</i> | \$35.81 |
| Loss of rent for October 2016 | \$1,200.00 |
| Filing fee | \$50.00 |
| Replacement of refrigerator basket and expenses related to clothes dryer paid to R.A. <i>Receipt dated October 26, 2016 with details of work done</i> | \$225.27 |
| TOTAL | \$4,129.81 |

In support of her claim the Landlord submitted 106 photos depicting the condition of the rental unit. The Landlord also submitted numerous typed documents setting out the basis of her monetary claim.

The Landlord testified that the Tenants' dog broke the fence shortly after the tenancy began and that she spent \$59.83 to repair the fence.

The Landlord stated that F.P. paid \$35.81 to H.D. to repair the blinds but lost the receipt. In evidence she provided a handwritten letter from F.P. confirming this amount.

The Landlord submitted that the Tenants made false reports of issues with the plumbing and dryer such that the Landlord incurred unnecessary service calls. She sought reimbursement of the amounts spent for these calls.

The Landlord also sought to retain the Tenants' security deposit towards the cost of the above expenses and due to the fact they failed to participate in the move out condition inspection.

The Tenant, K.S., initially testified on behalf of the Tenants. She confirmed the Tenants opposed all of the Landlords' claims for compensation. The only damage the Tenants admitted to causing was damage to a wall caused by their toddler; they agreed to the repairs by D.D., but did not agree to the amount.

K.S. confirmed that it is the Tenants' position that the tenancy agreement was for a 12 month fixed term and as such should have ended September 30, 2016, not October 31, 2016. Accordingly, they submit they are not responsible for the October 2016 rent.

K.S. further stated that the Landlord did not do a walk through or move in condition inspection at the start of the tenancy and alleged this document was falsified by the Landlord. She further stated that the Landlord was very friendly and laid back and did not ask to do one.

The Tenant M.O. also testified on behalf of the Tenants. M.O. also stated that the Landlord did not offer to do a move in condition inspection. He stated that he asked F.P., within two days of

the tenancy starting and while F.P. was installing the baby gate, when they would do a move in inspection and F.P. said not to worry about it because the Landlord did not do them.

He confirmed that he did not write "breaking contract" on the Notice to End Tenancy and that it was the Landlord who had done so and who had written "L.C. 3:30 p.m." as well.

In response to the Landlord's claim regarding the clothes dryer and the \$494.30 receipt from A.M.C., the Tenants alleged the Landlord falsified the document. M.O. stated that he called the company and they confirmed that the receipt had been altered. Further, M.O. alleged that the dryer vent required moving because it was not to code (it vented into an enclosed garage), not because of anything the Tenants did. M.O. stated that they did not take the dryer apart as alleged by the Landlord.

In response to the Landlord's claim that they poured paint in the washing machine, M.O. stated that this is false. M.O. also noted that at one point the Landlord claimed they poured paint in the washing machine, and then she alleged it was the dishwasher. He stated that both were false. In support he stated that the Landlord failed to make mention of this on the move out condition inspection (which he claimed was falsified as well), simply noting that the dishwasher was "dirty" and making no mention of the clothes washer, rather alleging the Tenant took apart the dryer.

In response to the Landlord's claim for \$89.25 for the garage door keys, and \$113.29 for the house keys, M.O. stated that he returned both sets of keys to the RCMP as there was an ongoing harassment issue as the Landlord had been harassing him at his work. M.O. stated that on September 30, 2016 he provided the keys to Sergeant M. in the evening of that date on the advice of his superiors at work. K.S. also stated that at the end of the tenancy they had to call the police because the Landlord was harassing them and they returned the keys to the police to minimize any further contact with the Landlord.

K.S. further stated that the rental unit was not in "pristine condition" when they moved in and that it was an older home. She also denied that they caused any damage to the property, over and above normal wear and tear. K.S. also stated that the Landlord has a history of doing this as she tries to have tenants pay for maintenance and renovations and claimed that the Landlord has done this to the last two tenants.

K.S. stated that the window blind was damaged by their dog and confirmed that they are prepared to pay the **\$20.73** cost claimed by the Landlord.

In response to the Landlord's claims for costs to repair the dryer, and the Landlord's claim that the Tenants made "false reports" resulting in unnecessary service calls, K.S. stated that the dryer did not work properly and as a result they had to do multiple loads and eventually installed a clothes drying line. She stated that the repairperson confirmed that the issue was the dryer venting in the garage, and the height of the dryer, not anything they did wrong. She further stated that once repaired the dryer worked fine.

In response to the Landlord's claim for general repairs in the amount of \$477.75, K.S. stated that the house was not damaged, which she confirms was evidenced in the video submitted by the Tenants. K.S. further stated that the Landlord has failed to prove these "general damages" and has merely made a general statement hoping to obtain as much money as possible from the Tenants.

In response to the Landlord's claims for cleaning costs, K.S. responded that she cleaned the rental unit herself, and they paid for a cleaner when they moved out of the rental unit; she confirmed she was not able to submit a receipt in time for the hearing. K.S. stated that they cleaned the floors, wiped down the cupboards and cleaned every surface to a reasonable standard.

In terms of the Landlord's claim for replacement of "missing items", K.S. stated that it was a 100% fabrication as all of the lights worked when they moved out.

In response to the Landlord's claim regarding the alleged broken fence. K.S. stated that when they first moved in, their dog jumped over the fence. She stated that the Landlord's spouse, F.P., who came over and added material to raise the fence. She stated that the dog then learned how to jump over that at which time they decided it was time to get rid of the dog and gave it to people who had a farm.

K.S. stated that the Landlord's claim for compensation for the cost of a refrigerator basket/shelf is completely false.

The Landlord claimed the cost of two blinds relating to the blind which she claimed was damaged by the dog. K.S. confirmed their dog damaged *one* blind, and they are prepared to pay for it.

In reply to the Tenants' submissions the Landlord stated that everything the Tenants said was false.

The Landlord said that on September 18, 2016 she received a call from the Tenant, M.O., who asked to extend the lease. She claimed that prior to this, the Tenants got into a fight and they put a door through the wall and broke the door stopper in half.

She stated that she asked him if he had dealt with the damage and he said that he had not repaired the damage; she claims at no time did he deny causing this damage merely that he hadn't repaired it.

The Landlord further stated that she believed the Tenants purposely took the dryer apart in order to make it not work. She also claimed that they locked their cat in the laundry room and to make room for the cat the Tenants moved the dryer against the wall and crushed the foil dryer vent affecting the venting. She noted that wood was brought in to prevent the Tenants from

moving the dryer against the wall again (which is noted on one of her receipts from the repairperson).

The Landlord stated on September 30, 2016 was the first time she entered the rental unit. She said that she then called the police on October 1, 2016 because the Tenants had taken apart the dryer and she believed it was a fire hazard.

The Landlord stated that she did not receive all the keys back from the Tenants and had to replace some of them. She confirmed she continued to seek reimbursement of the \$89.25 to replace the garage door keys as well as the \$113.29 service call on September 30, 2016 as the Tenants did not leave keys when they abandoned the rental unit.

The Landlord then stated that the photos submitted by the Tenants were not taken of the rental unit and were of some other property.

The Landlord stated that K.S. was not there when they moved out as she had already moved to another province and as a result K.S. did not know the condition of the rental unit. The Landlord also stated that the Tenants did not clean as they claimed and rather left the unit in such a condition that she was forced to clean for three days. She also noted the photos submitted in evidence confirm the filthy condition of the rental unit.

The Landlord stated that the plumber was harassed by the Tenants and as a result he also had to call the police.

Analysis

This was clearly an acrimonious tenancy. The hearing was not dissimilar. The hearing was set for an hour and occupied nearly three hours of hearing time over three separate days. Both parties accused the other of lying. The Landlord alleged the Tenants purposely damaged the rental unit, made false reports of malfunctioning appliances thereby causing the Landlord to incur unnecessary expenses and poured paint into the washing machine when the tenancy ended. The Tenants allege the Landlord falsified documents and evidence. The Landlord alleges the Tenants submitted photos of a property which is not the rental unit. The Landlord claims the plumber was forced to call the police on the Tenants. The Tenants allege they also required police assistance to return the keys to the Landlord.

It is always difficult to reconcile conflicting testimony and evidence, particularly in cases such as the one before me. When the parties' version of events is so conflicting, reliance on the physical evidence becomes even more important.

In a claim for damage or loss under section 67 of the *Act* or the tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil

standard, that is, a balance of probabilities. In this case, the Landlord has the burden of proof to prove their claim.

Section 7(1) of the *Act* provides that if a Landlord or Tenant does not comply with the *Act*, regulation or tenancy agreement, the non-complying party must compensate the other for damage or loss that results. Section 67 of the *Act* provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

The condition in which a Tenant should leave the rental unit at the end of the tenancy is defined in section 37 of the *Act* as follows:

37 (2) When a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

Normal wear and tear does not constitute damage. Normal wear and tear refers to the natural deterioration of an item due to reasonable use and the aging process. A tenant is responsible for damage they may cause by their actions or neglect including actions of their guests or pets.

To prove a loss and have one party pay for the loss requires the claiming party to prove four different elements:

- proof that the damage or loss exists;
- proof that the damage or loss occurred due to the actions or neglect of the responding party in violation of the *Act* or agreement;
- proof of the actual amount required to compensate for the claimed loss or to repair the damage; and
- proof that the applicant followed section 7(2) of the *Act* by taking steps to mitigate or minimize the loss or damage being claimed.

Where the claiming party has not met each of the four elements, the burden of proof has not been met and the claim fails.

I find, based on the testimony of the parties, and the evidence before me, and on a balance of probabilities as follows.

The Landlord claims the sum of \$494.30 for the cost to repair the banister, the toilet, the dryer and door handles by a company called A.M.C. The Landlord submitted a photo of the toilet which showed some debris, however there is no indication of damage. The receipt submitted by the Landlord indicates “new filler tubes” were installed at a cost of \$110.00 and new trim at a cost of \$20.00. The Landlord failed to testify as to why she believes the Tenants are

responsible for the replacement of these tubes or the trim, or how it is they intentionally, or through neglect, damaged these tubes or the trim. I therefore dismiss the Landlord's claim for related compensation.

The Landlord also submitted photos of the banister showing two small holes, which she claims were made when a baby gate was installed. The receipt submitted by the landlord indicates she was charged \$42.80 for the related repair. I am satisfied these holes were caused by the Tenants and I therefore award the Landlord the **\$42.80** noted on the A.M.C. receipt.

The photos submitted by the Landlord indicate a door handle was damaged at the end of the tenancy. The Landlord submitted this was as a result of the argument the Tenants got into during their tenancy. Photos of the wall show damage to the drywall likely caused by this handle. Based on this evidence, I find it likely this damage was caused by the Tenants during the tenancy. I therefore award the Landlord the **\$21.00** claimed for the replacement of the door handle as well as applicable tax as noted on the A.M.C. receipt.

A significant amount of hearing time was devoted to discussing the issue of the dryer vent. The Landlord claims the cost of installing a dryer vent in the amount of \$320.00 as noted on the A.M.C. receipt. Photos submitted by the Landlord show the dryer vent as being detached at the end of the tenancy.

The Landlord alleges the Tenants pushed the dryer up against the wall to make way for a cat in the laundry room. The Tenants allege the dryer malfunctioned due to the fact it was vented into the garage as well as its height.

On the A.M.C. receipt dated May 13, 2016, the technician wrote:

"Changed dryer venting to prevent restriction, cleaned venting. Installed wood blocks behind dryer so machine couldn't be pushed back and kink venting which causes air flow restriction".

The above supports a finding that the Tenants pushed the dryer against the wall causing the dryer vent to kink and therefore reduce venting. The photos submitted by the Landlord show the wood as being moved at the end of the tenancy. I therefore find it likely that the installation charge and the May 13, 2016 service call were necessitated by the actions of the Tenants, which in turn damaged the dryer vent, and I therefore award the Landlord the **\$320.00** and **\$123.84** claimed.

The Landlord claims the Tenants damaged the clothes washing machine. The Tenants deny this claim. Notably, the move out condition inspection report makes no mention of any damage to the washing machine. Although the Landlord submitted photos which appear to show what may possibly be paint, I find it unlikely that she would not have noted this on the move out condition inspection report, considering the detail she provided in other areas on the report. I therefore dismiss the Landlord's claim for related compensation.

The Landlord requested compensation for the cost to replace the garage door locking handle. She confirmed she has not incurred this expense and provided an estimate of the amount it is likely to cost to repair. As she has not incurred this expense, I dismiss her claim for related compensation.

The Landlord alleged the Tenants made false reports of plumbing issues such that she incurred unnecessary expenses relating to service calls. Submitted in evidence was a receipt dated March 31, 2016 from C.M. Plumbing whereupon it is written that the sink as “draining great” and there were no signs of leaks. Although this may suggest the call was unnecessary, it may also be the case that the Tenants acted prudently in requesting assistance with a potential leak. On balance, I am unable to find that the Tenant’s breached the *Act* in asking the Landlord to attend to this issue, and therefore dismiss the Landlord’s claim for related compensation.

The Landlord claims she incurred the cost of new keys to the rental unit, yet failed to submit a receipt supporting this claim. I accept the Tenants evidence that they returned the rental unit keys to the police; however, there is no indication they informed the Landlord of this prior to September 30, 2016. Their tenancy ended on this date and the Landlord informed them, by way of the Notice of Final Opportunity to Schedule a Condition Inspection that she would be attending the rental unit at that time. Consequently, I find the Landlord is entitled to recovery of the cost to replace the house keys in the amount of **\$113.29**.

The Tenants confirm they are willing to pay the cost to replace the window screen damaged by their dog as well as one blind which they agree was also damaged by their dog. The Landlord alleged two blinds were damaged, yet submitted photos of only one. I therefore award the Landlord the **\$20.73** claimed for the window screen and one half of the \$35.81; namely, **\$17.91**, for the replacement of one blind.

Based on the photos submitted by the Landlord, I find the Tenants damaged the walls and trim of the rental unit over and above what would be considered normal wear and tear. I accept the Landlord’s evidence that the rental unit was painted in 2014. I therefore find the Landlord is entitled to the **\$477.75** claimed

Photos submitted by the Landlord confirm that the Tenants failed to clean the rental unit to a reasonable standard as required by section 37 of the *Act*. I do not accept the Tenants’ evidence that they cleaned the rental unit personally and hired a professional cleaner as well. I also accept the Landlord’s evidence that light fixtures and bulbs were missing at the end of the tenancy. I therefore award the Landlord the **\$200.00** claimed for cleaning by R.W., the **\$200.00** claim for cleaning and replacement of missing items by F.P., and **\$39.54** for cleaning products and light bulbs.

I dismiss the Landlord’s claim for compensation for repair to the fence. The Tenants submitted that the Landlord made modifications in an attempt to contain the Tenants’ dog. No photos

were submitted to confirm that damage actually occurred. As a result, I find the Landlord has not proven this claim.

The tenancy agreement submitted in evidence confirmed this was a 12 month tenancy. However the same clause indicates the agreement was to cover a 13 month time period from October 1, 2015 to October 31, 2016.

A residential tenancy agreement is a contract. The *contra proferentem* rule provides that where there is ambiguity in the interpretation of a clause in a contract, this ambiguity will be construed against the person who drafted the contract. In this case it is the Landlord who prepared the written tenancy agreement, and as such any ambiguity about the length of the tenancy must be interpreted in favour of the Tenants. I therefore find that the tenancy ended as of September 30, 2016 pursuant to the agreement and I deny the Landlord her claim for loss of rent for October.

The Landlord also seeks compensation in the amount of \$225.27 for a receipt from R.A.M. dated October 26, 2016 relating to the dryer as well as a missing freezer basket. Photos submitted by the Landlord show the basket as missing. Further, photos submitted by the Landlord show the dryer vent as being taken apart. The receipt indicates that the "previous work [with respect to the dryer was] all taken apart" and that a new freezer basket was ordered. Based on the photos submitted by the Landlord and the receipt noted, I find these amounts to be recoverable.

I find that the Landlord breached the *Act* by completing portions of the the Move in Condition Inspection Report *after* the inspection was completed and the Tenants had returned to their previous rental to finish moving their items. In doing so, the Landlord extinguished her right to claim against the security deposit pursuant to section 24 of the *Act*.

Section 38 of the *Residential Tenancy Act* deals with the return of deposits and provides as follows:

Return of security deposit and pet damage deposit

38 (1) Except as provided in subsection (3) or (4) (a), within 15 days after the later of

(a) the date the tenancy ends, and

(b) the date the landlord receives the tenant's forwarding address in writing,

the landlord must do one of the following:

(c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;

(d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

(2) Subsection (1) does not apply if the tenant's right to the return of a security deposit or a pet damage deposit has been extinguished under section 24

(1) *[tenant fails to participate in start of tenancy inspection]* or 36 (1) *[tenant fails to participate in end of tenancy inspection]*.

(3) A landlord may retain from a security deposit or a pet damage deposit an amount that

(a) the director has previously ordered the tenant to pay to the landlord, and

(b) at the end of the tenancy remains unpaid.

(4) A landlord may retain an amount from a security deposit or a pet damage deposit if,

(a) at the end of a tenancy, the tenant agrees in writing the landlord may retain the amount to pay a liability or obligation of the tenant, or

(b) after the end of the tenancy, the director orders that the landlord may retain the amount.

(5) The right of a landlord to retain all or part of a security deposit or pet damage deposit under subsection (4) (a) does not apply if the liability of the tenant is in relation to damage and the landlord's right to claim for damage against a security deposit or a pet damage deposit has been extinguished under section 24 (2) *[landlord failure to meet start of tenancy condition report requirements]* or 36 (2) *[landlord failure to meet end of tenancy condition report requirements]*.

(6) If a landlord does not comply with subsection (1), the landlord

(a) may not make a claim against the security deposit or any pet damage deposit, and

(b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable.

As the Landlord had no right to claim against the security deposit, having extinguished her rights to those funds, her only option at the end of the tenancy was to return those funds to the Tenants within 15 days of the end of the tenancy. In failing to do so, she breached section 38(1) and must, pursuant to section 38(6) pay the Tenants double the amount paid (\$500.00), namely **\$1,000.00**.

As the parties have enjoyed divided success, I decline the Landlord's claim for recovery of the filing fee.

Conclusion

The Landlord is entitled to compensation in the amount of **\$1,760.33** for the following:

| | |
|---|-------------------|
| Repairs to banister, toilet, dryer and door handles by AMC (\$320.00 to install new dryer vent, \$22.00 for door handles) | \$342.00 |
| Replacement of house keys by C.E. & L. Services | \$113.29 |
| Replacement of window screen damaged by Tenant's dog by T.P.W | \$20.73 |
| Cost to hire repairperson for clothes dryer, Landlord claims was necessitated by tenant's alleged false reports by R.A.M. A.S. Ltd. | \$123.84 |
| Repairs to rental unit by D.D. | \$477.75 |
| Cleaning of the rental unit by R.W. | \$200.00 |
| Cleaning and replacement of missing items (light bulbs, refrigerator parts, light switch covers, windowsills) by F.P. | \$200.00 |
| Cleaning products and light bulbs from H.D. | \$39.54 |
| Repair of one blind in downstairs bedroom caused by Tenants' dog | \$17.91 |
| Replacement of refrigerator basket and expenses related to clothes dryer paid to R.A. | \$225.27 |
| TOTAL | \$1,760.33 |

As the Tenants are entitled to return of double their security deposit in the amount of **\$1,000.00** these amounts are to be offset against one another leaving a balance owing to the Landlord in the amount of **\$760.33**.

I grant the Landlord a Monetary Order in the amount of **\$760.33** for the balance due. This Order must be served on the Tenants and may be filed and enforce in the B.C. Provincial Court (Small Claims Division).

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: September 14, 2017

Residential Tenancy Branch