Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

For the landlord: MNDL, FFL
For the tenants: MNDCT, FFT

Introduction

This hearing dealt with Applications for Dispute Resolution ("applications") by both parties seeking remedy under the *Residential Tenancy Act* (*"Act*"). The landlord has requested a monetary order of $12,388.09 for damage to the unit, site or property and to recover the cost of the filing fee. The tenants have requested a monetary order of $18,900.00 for money owed or compensation for damage or loss under the *Act,* regulation or tenancy agreement, and to recover the cost of the filing fee.

The landlord, the landlord's legal counsel ("counsel"), three witnesses for the landlord, MC, GR and PC, and the tenants attended the teleconference hearing. The parties were affirmed and the hearing process was explained to the parties. An opportunity was provided to both parties to ask questions about the hearing process. I have considered all evidence that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, I have only described the evidence that is relevant to this decision. Neither party raised any concerns regarding the service of documentary evidence.

On September 28, 2018 the hearing began and after 73 minutes, the hearing was adjourned to allow additional time to consider evidence from both parties. An Interim Decision was issued dated September 28, 2018, which should be read in conjunction with this Decision. On November 23, 2018, the hearing continued and after an additional 88 minutes the hearing concluded.

Preliminary and Procedural Matter

The parties confirmed their email addresses at the outset of the hearing. The parties confirmed their understanding that the decision would be emailed to both parties. If a monetary order is granted, it will be emailed to the appropriate party.

Issues to be Decided

- Is either party entitled to a monetary order under the *Act,* and if so, in what amount?
- Is either party entitled to the recovery of the cost of the filing fee under the *Act?*

Background and Evidence

A copy of the tenancy agreement was submitted in evidence. A fixed-term tenancy began on August 1, 2016 and reverted to a month to month tenancy after February 1, 2017. The tenants paid a security deposit and pet damage deposit, which both parties confirmed has been returned to the tenants with an amount deducted by the landlord by consent of the parties and as a result, I will not deal with the security deposit or pet damage deposit in this Decision.

Landlord's claim

The landlord's monetary claim of $12,388.09 is comprised as follows:

ITEM DESCRIPTION	**AMOUNT CLAIMED**
1. Carpet replacement	$7,408.00
2. Window replacement	$1,277.49
3. Rubbish removal (1 deep freezer, 6 garbage bags and duffle bag)	$130.00
4. Garage doors	$2,600.00
5. Damaged garage floors	$500.00
6. Plumbing	$280.00
7. Installation of washer handle	$75.00
8. Blinds	$117.60
TOTAL	**$12,388.09**

Regarding the Condition Inspection Report ("CIR") the landlord testified that as it was their first time renting they did not complete an incoming or outgoing CIR. I will deal with sections 23 and 35 of the *Act* later in this decision as both sections of the *Act* address the CIR.

Regarding item 1, the landlord has claimed $7,408.00. The landlord testified that they were unsure of the age of the carpets and that the home was built in 1994. The landlord also testified that there were no photos of the carpets taken at the start of the tenancy in February 2016. The landlord testified that after the tenants vacated the rental unit the carpets were badly damaged, had stains, and smelled like dog urine. The landlord referred to colour photos submitted in evidence. When the landlord asked when the photos were taken, she replied "I believe November 1, 2017, before I moved in." The landlord explained that the tenancy ended by way of an undisputed 2 Month Notice to End Tenancy for Landlord's Use of Property ("2 Month Notice").

In one of the photos the landlord directed my attention to two green circles on the bottom right say "discoloured by cleaning products", which was not a close up photo. In two other photos the landlord directed my attention to a yellow and black hue of which, one photo was a close up, and the other photo was taken at a further distance.

In a different photo, the landlord explained that the carpet was pulled away due to removal and not damage; however, there was fresh urine on that area of the carpet from the tenants' dog. The landlord also referred to a text message to a friend that had the same photo of the pulled up carpet with a reply that reads "That's so gross".

A witness for the landlord, MC ("MC") testified that the carpets were freshly cleaned and washed when MC walked through the rental unit before the tenants occupied the rental unit. When asked about the text message described in the paragraph above, MC confirmed that she remembered the text message and that there was "very fresh pee that was still on the carpets and on mouldings and several urine stains", which was after the tenants vacated the rental unit. On cross-examination by the tenants, the tenants asked MC if they knew the age of the carpets. MC replied that there were "no urine stains before you moved in and there were after you moved out" and "I don't know the age of the carpets but I do know the difference between urine stained or not." When the tenants asked MC what day she saw the urine, MC replied "November 1, 2017."

The landlord testified that instead of replacing the carpets with more carpet, the landlord decided to install hardwood flooring. The landlord stated that this is why an estimate

was obtained to install carpet versus a receipt for the hardwood flooring as the landlord stated that the hardwood flooring was approximately $17,000.00 and that the landlord is not claiming that amount, just the estimate dated August 10, 2018 which includes 1475 square feet of carpet at $2.39 per square foot, the same amount of underlay at $0.75 per square foot plus install costs, which includes stairs, removal costs for the carpet and underlay and disposal costs.

The tenants' response to item 1 started by stating that there was no incoming or outgoing CIR and the tenants directed my attention to an MLS listing indicating a sold date of 10/13/2015 and reads in part "original condition". The tenants questioned why nothing was mentioned regarding carpet stains was mentioned when the parties walked through the unit together at the end of the tenancy. The tenants agreed to a $325.00 deduction from their combined deposits and as a result, the tenants were under the impression that all was settled between the parties until being served with this landlord's application. The tenants' write in their submission that they believe the landlord "is trying to pass along the upgrades she has made to us the tenants." The tenants also raise the issue that the landlord failed to provide photo evidence of the condition of the carpets at the start of the tenancy.

Regarding item 2, the landlord has claimed $1,277.49 for the cost to replace what the landlord described as a chipped front window. The landlord referred to a photo submitted in evidence, which the landlord stated was damaged by the tenants. The landlord stated the photo was taken on November 1, 2017. Counsel wrote in their submission "The Landlord replaced the window and has attached a receipt for 1277.49" which counsel clarified was an error as the landlord has not yet replaced the window and the document to support the cost is a quote and not a receipt. The quote dated August 19, 2018 indicates the amount claimed. There were no photos of the window submitted by the landlord showing the window in an undamaged condition at the start of the tenancy. The landlord referred to an email from a realtor ("Email") not submitted in evidence, which I advised the parties would be of limited weight as a result of the Email not being served on the respondents and the RTB. According to counsel the Email was from a realtor DS ("DS") to the previous owner of the home CM ("previous owner"). In the Email counsel described that DS advised CM of three windows that needed to be replaced as part of the sale/purchase, and did not include the window next to the garage which was intact and is part of the landlord's claim.

The tenants' response to item 2 was that they did not have the Email from the landlord so questioned the reliance on that evidence. In addition, the tenants did not deny that

there was a chip on that window but deny that they caused any damage and stated that as there were other tenants living in the downstairs area of the home, that the other tenants could have caused the chip as they walked past that window to access the other unit.

The tenants also stated that after the tenancy, they attended the rental property on September 17, 2018, and took a photo of the chip in the window and noticed it had not been replaced as stated in the landlord's documentary evidence. The tenants' photo with a newspaper to support the date of September 17, 2018 was submitted in evidence. The tenants again stated that there was no incoming or outgoing CIR and questioned why the landlord would wait nine months to get a quote for the window. The tenants filed their application on March 12, 2018 while the landlord filed their application on September 5, 2018. The female tenant stated that the chip was on the exterior of the window and did not impact the use of the window and that because the tenants shared the lawn cutting with the other tenants that it could have been the other tenants who were cutting the lawn and a rock flew up and chipped the window.

Counsel responded by stating that "theories are not evidence" and explained again that the word "replaced" was in error, and that the receipt was actually a quote. In addition counsel stated that the landlord not being able to afford to replace the window due to finances, should not be held against the landlord. Counsel also stated that the landlord filed their application within the two-year statutory timeline provided under the *Act.*

Regarding item 3, the landlord has claimed $130.00 for rubbish removal. The landlord stated that one deep freezer, six garbage bags and a duffle bag were left behind by the tenants that required disposal by the landlord. The landlord referred to a receipt submitted in evidence from a handyman found on a popular classifieds website. The receipt appears to be a standard receipt book and does not contain a company name. The receipt reads as follows:

Dec 8-2017
[First name of landlord]
[Address of rental unit]

Removal
freezer
garabage

Total 130 00

[Reproduced as written, except name and address]

The receipt does not contain a name of the handyperson or a GST number or any tax information. My attention was drawn to a photo showing many garbage bags outside. The photo was not dated. A photo showing a sports duffle bag was also presented by the landlord and there was hockey gear in the duffle bag which according to the landlord was left outside by the tenants. The landlord stated that the male tenant played hockey. The landlord also referred to a photo showing a chest freezer in the garage that the landlord stated was garbage as it was not working. The landlord also stated that garbage collection was not included in the tenancy agreement.

In response to item 3, the tenants questioned the authenticity of the receipt for $130.00, as the receipt was missing the name of the handyman and tax information. Furthermore, the tenants stated that the chest freezer was gifted to the other tenants living in the lower unit, and that when the other tenants went to clean the freezer they put the freezer on the size, which damaged the compressor. The tenants added that once the freezer was returned to the original position, it no longer worked. The tenants stated that the freezer was working before it was cleaned but was gifted to the other tenants in a condition that required cleaning which they “felt bad about” and that the tenants also felt bad that freezer stopped working. The tenants also stated that one of the other tenants played hockey also so it could belong to one of the other tenants.

Regarding item 4, the landlord claimed $2,600.00 for the cost to replace two garage doors. This item was dismissed during the hearing as the landlord failed to provide any before photos in evidence and without having completed an incoming or outgoing CIR, the landlord has failed to meet the four-part test for damages or loss, which will be described later in this decision.

Regarding item 5, the landlord claimed $500.00 to repair what the landlord described was damaged garage floors. This item was also dismissed during the hearing as the landlord failed to provide any before photos in evidence and without having completed an incoming or outgoing CIR, the landlord has failed to meet the four-part test for damages or loss, which will be described later in this decision. I note that two of the photos submitted of the garage flooring were blurry and I did not see any damage of note in the other photo as the garage floor appeared to be a typical garage floor.

Regarding item 6, the landlord has claimed $280.00 for the cost to hire a plumber to repair a slow draining bathtub that was only discovered after the tenants vacated the rental unit. The invoice submitted in evidence is dated November 18, 2017, is from a plumbing company, and reads in part:

> Inspected clogged bathtub, noticed wasn't not draining. Bathtub line had to be augured. After auguring was completed noticed a lot of elastics in drain line, Which was likely the cause of the drain issues.
>
> [Reproduced as written]

The total amount on the invoice including tax is $280.00. The tenants' response to this item was that there were no drainage issues during the tenancy.

Regarding item 7, the landlord has claimed $75.00 for the installation of a broken washer handle. There was a receipt and the tenants did not deny that the washer handle broke during the tenancy this item was granted during the hearing which I will described further below. My attention was drawn to a photo showing a missing washer handle and the repair receipt was dated November 17, 2017. The landlord testified that the washer and dryer were new at the start of the tenancy which I find the photo evidence supported as the original stickers were still on the appliances.

Regarding item 8, the landlord has claimed $117.60 for damage to the rental unit blind for the upstairs picture window. The landlord testified that the damage was likely caused by the tenants' dog and submitted a photo of a dog looking out the upstairs picture window of the rental unit. In that photo the blinds were in a raised position. A different photo without the dog present shows the blinds were bent in the area that the dog was looking out the window in the other photo. The landlord stated that the blinds have not been replaced; however, the blinds are now difficult to raise, and are unable to be repaired as they are aluminum and cannot be fixed. In support of the value of the amount claim for this item, the landlord referred to an email from a blind company dated August 11, 2018, which indicates that a blind for the size of the upstairs picture window would be approximately $105.00 plus tax.

In response to item 8, the tenants deny that their dog damaged the window blind being claimed. The tenants also that there was other blind damage when they moved into the rental unit and that there was no incoming or outgoing CIR completed by the landlord. The landlord responded by affirming that the quote was very conservative as the

amount claimed was not for aluminum blinds, and was just for a basic blind of the same size.

Counsel stated that the landlord has mitigated their loss by getting reasonable quotes and that they believe they have met the burden of proof for the landlord's claim.

Tenants' claim

The tenants' monetary claim of $18,900.00 comprised as follows:

ITEM DESCRIPTION	AMOUNT CLAIMED
1. Landlord non-compliance with reason stated in 2 Month Notice to End Tenancy for Landlord's Use of Property ("2 Month Notice")	$3,700.00
2. Difference in rent (old vs new)	$13,200.00
3. Moving costs	$2,000.00
TOTAL	**$18,900.00**

Regarding item 1, there is no dispute that the tenancy ended by way of an undisputed 2 Month Notice. In the 2 Month Notice was dated September 25, 2017 and included an effective vacancy date of December 1, 2017. The tenants vacated the rental unit on October 31, 2017. The reason stated on the 2 Month Notice was:

> The rental unit will be occupied by the landlord or the landlord's close family member (parent, spouse or child; or the parent or child of that individual's spouse).
>
> [Reproduced as written]

There is no dispute that new tenants began to occupy the rental unit as of April 1, 2017. Counsel attempted to argue that there were extenuating circumstances that prevented the landlord from complying with the reason listed on the 2 Month Notice. The parties were advised that "extenuating circumstances" were not yet introduced under section 51(3) of the *Act* yet at the time the 2 Month Notice was issued on September 25, 2017.

The tenants are seeking compensation in the amount of $3,700.00 pursuant to section 51 of the *Act*. The amount of $3,700.00 was claimed as that is double the monthly rent of $1,850.00.

Regarding items 2 and 3, the tenants were advised that both items were being dismissed without leave to reapply. The parties were advised that the tenancy ended by way of an undisputed 2 Month Notice and as a result, the tenants are not entitled to the difference in rent and for moving costs under the *Act.*

Analysis

Based on the documentary evidence and the oral testimony provided during the hearing, and on the balance of probabilities, I find the following.

Test for damages or loss

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided in sections 7 and 67 of the *Act.* Accordingly, an applicant must prove the following:

1. That the other party violated the *Act,* regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and,
4. That the party making the application did what was reasonable to minimize the damage or loss.

In this instance, the burden of proof is on each applicant(s) to prove the existence of the damage/loss and that it stemmed directly from a violation of the *Act,* regulation, or tenancy agreement on the part of the respondent(s). Once that has been established, the applicant(s) must then provide evidence that can verify the value of the loss or damage. Finally it must be proven that the applicant(s) did what was reasonable to minimize the damage or losses that were incurred.

Where one party provides a version of events in one way, and the other party provides an equally probable version of events, without further evidence, the party with the burden of proof has not met the onus to prove their claim and the claim fails.

Landlord's claim:

Item 1- The landlord has claimed $7,408.00 for the cost to replace the rental unit carpets. The landlord testified that they were unsure of the age of the carpets and that the home was built in 1994. The landlord also testified that there were no photos of the carpets taken at the start of the tenancy in February 2016. The tenants directed my attention to an MLS listing indicating a sold date of 10/13/2015 and reads in part "original condition". The tenants questioned why nothing was mentioned regarding carpet stains was mentioned when the parties walked through the unit together at the end of the tenancy. The tenants agreed to a $325.00 deduction from their combined deposits and as a result, the tenants were under the impression that all was settled between the parties until being served with this landlord's application.

RTB Policy Guideline 40 – Useful Life of Building Elements ("Policy Guideline 40") applies and states that the useful life of carpets is 10 years. Therefore, I find the landlord has failed to meet the burden of proof, as I find that it is more likely than not, that the carpets were original carpets as the rental unit was built in 1994. Accordingly, I find that the carpets have depreciated 100% in value and that this claim is dismissed is full, without leave to reapply as a result.

Item 2 - The landlord has claimed $1,277.49 for the cost to replace what the landlord described as a chipped front window. The landlord referred to a photo of a window submitted in evidence, which the landlord stated was damaged by the tenants. I find that since there was no dispute that the chip was on the outside of the window, and there were no before photos of the window, that it is just as likely that the chip could have been caused by the other tenants when mowing the lawn. I afford very little weight to the Email read into evidence as that Email was not submitted for review and I find that a chip on outside window are quite commonly caused by rocks being displaced by a lawn mower. I note that the landlord did not dispute that the other tenants did mow the lawn on occasion. Neither party was certain how the chip occurred on the outside of the window. I find that the chip being on the outside of the window does not automatically prove the tenants caused the chip. Therefore, as the landlord has the onus of proof for this item, I dismiss this item due to insufficient evidence, without leave to reapply.

Item 3 - The landlord has claimed $130.00 for rubbish removal. The tenants were required to leave the rental unit in a reasonable clean condition as per section 37 of the *Act.* I find the tenants breached section 37 of the *Act* as I find the photo evidence supports that the rental unit was not left in a reasonably clean condition at the end of the

tenancy. Therefore, I find the landlord has met the burden of proof and I grant the landlord **$130.00** as claimed for this portion of their claim. **I caution** the tenants not to breach section 37 of the *Act* in the future.

Item 4 - The landlord claimed $2,600.00 for the cost to replace two garage doors. This item was dismissed during the hearing as I find the landlord has failed to meet parts one and two of the test for damages or loss under the *Act.* In reaching this finding I have considered that the landlord failed to complete an incoming and outgoing CIR which is required by sections 23 and 35 of the *Act.* **I caution** the landlord to comply with section 23 and 35 of the *Act* in the future which states as follows:

Condition inspection: start of tenancy or new pet

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

Condition inspection: end of tenancy

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

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

(b) on another mutually agreed day.

(2) The landlord must offer the tenant at least 2 opportunities, as prescribed, for the inspection.

(3) The landlord must complete a condition inspection report in accordance with the regulations.

(4) Both the landlord and tenant must sign the condition inspection report and the landlord must give the tenant a copy of that report in accordance with the regulations.

(5) The landlord may make the inspection and complete and sign the report without the tenant if

(a) the landlord has complied with subsection (2) and the tenant does not participate on either occasion, or

(b) the tenant has abandoned the rental unit.

[Reproduced as written]

In addition, the landlord failed to provide photo evidence of the condition of the garage doors at the start of the tenancy. Therefore, this item is dismissed due to insufficient evidence, without leave to reapply.

Item 5 - The landlord claimed $500.00 to repair what the landlord described was damaged garage floors. This item was also dismissed for the same reason as stated above for item 4. Therefore, I dismiss this item due to insufficient evidence, without leave to reapply.

Item 6 - The landlord has claimed $280.00 for the cost to hire a plumber to repair a slow draining bathtub that was only discovered after the tenants vacated the rental unit. The invoice submitted in evidence is dated November 18, 2017, is from a plumbing company, and reads in part:

> Inspected clogged bathtub, noticed wasn’t not draining. Bathtub line had to be augured. After auguring was completed noticed a lot of elastics in drain line, Which was likely the cause of the drain issues.
>
> [Reproduced as written]

After hearing the testimony of the landlord and the tenants, I find that it is more likely than not that the tenants were responsible for the elastics in the drain line which is

negligence on the part of the tenants. Therefore, I grant the landlord **$280.00** as claimed for this portion of the landlord's claim as I find the landlord has met the burden of proof.

Item 7 - The landlord has claimed $75.00 for the installation of a broken washer handle. As there was a receipt for $75.00 and the tenants did not deny that the washer handle broke during the tenancy, I find the tenants were negligent by breaking a new washer handle which is supported by the photo evidence. Therefore, I find the tenants breached section 37 of the *Act* and that the tenants owe the landlords **$75.00** as claimed. The landlord met the burden of proof for this portion of their claim.

Item 8 - The landlord has claimed $117.60 for damage to the rental unit blind for the upstairs picture window. I find that due to the photo evidence of the tenants' dog in the same window as the damaged blind that the damage was more likely than not caused by the tenants' dog. Therefore, I find the landlord has met the burden of proof and I also find that the landlord has complied with section 7 of the *Act,* which requires that the landlord do what is reasonable to minimize the damage or loss by only claiming what I find to be a reasonable amount for this item. I find the tenants breached section 37 of the *Act* for this portion of the landlord's claim. The landlord is granted **$117.60** for this portion of their claim accordingly.

As the landlord's claim had some merit, I grant the landlord the recovery of the cost of the filing fee of **$100.00** pursuant to section 72 of the *Act* as a result.

Based on the above, I find the landlord has established a total monetary claim of **$702.60** comprised of $130.00 for item 3, $280.00 for item 6, $75.00 for item 7, $117.60 for item 8 and the $100.00 filing fee.

Tenants' claim:

Item 1 - There is no dispute that the tenancy ended by way of an undisputed 2 Month Notice. The 2 Month Notice was dated September 25, 2017 and included an effective vacancy date of December 1, 2017. The tenants vacated the rental unit on October 31, 2017. The reason stated on the 2 Month Notice was:

> The rental unit will be occupied by the landlord or the landlord's close family member (parent, spouse or child; or the parent or child of that individual's spouse).
>
> [Reproduced as written]

Due to the landlord admitting that she re-rented the rental unit to new tenants effective April 1, 2017 I find the landlord breached section 51(2) which stated as of September 25, 2017 when the 2 Month Notice was issued the following:

> (1) A landlord who gives a tenant notice to end a tenancy under section 49 *[landlord's use of property]* must pay the tenant, on or before the effective date of the notice, an amount that is equivalent to one month's rent payable under the tenancy agreement.
>
> (2) In addition to the amount payable under subsection (1), if
>
> (a) steps have not been taken to accomplish the stated purpose for ending the tenancy under section 49 within a reasonable period after the effective date of the notice, or
>
> (b) **the rental unit is not used for that stated purpose <u>for at least 6 months beginning within a reasonable period after the effective date of the notice,</u>**
>
> **the landlord**, or the purchaser, **as applicable under section 49, <u>must pay the tenant an amount that is the equivalent of double the monthly rent payable under the tenancy agreement.</u>**
>
> [Reproduced as written with my emphasis added]

Counsel attempted to argue that there were extenuating circumstances that prevented the landlord from complying with the reason listed on the 2 Month Notice; however, I find that “extenuating circumstances” did not come into effect by Royal Assent until May 17, 2018 and therefore does not apply in this matter before me. Therefore, I find the landlord failed to use the rental unit for the stated purpose for a minimum of 6 months and owes the tenants **$3,700.00** which is double the monthly $1,850.00 rent. I find the tenants have met the burden of proof for item 1 as a result.

Items 2 and 3 – I dismiss both of these items as the *Act* does not provide for such compensation to tenants who accept the 2 Month Notice and in the matter before me, the tenants accepted the 2 Month Notice and the tenancy ended based on that 2 Month Notice. Therefore, I dismiss these items due to insufficient evidence without leave to reapply.

As the tenants’ claim had some merit, I grant the tenants the recovery of the cost of the filing fee of **$100.00** pursuant to section 72 of the *Act* as a result.

Based on the above, I find the tenants have established a total monetary claim of **$3,800.00** comprised of $3,700.00 for item 1 and the $100.00 filing fee.

As the tenants' claim is greater than the landlord's claim, I offset the landlord's claim of $702.60 from the tenants' claim of $3,800.00, in full satisfaction of the landlord's monetary claim. I therefore grant the tenants a monetary order for the balance owing by the landlord to the tenants in the amount of **$3,097.40,** pursuant to section 67 of the *Act.*

Conclusion

Both claims are partly successful.

The landlord has established a total monetary claim of $720.60 while the tenants have established a total monetary claim of $3,800.00. As the tenants' claim is greater than the landlord's claim, I have offset the landlord's claim of $702.60 from the tenants' claim of $3,800.00, in full satisfaction of the landlord's monetary claim.

The tenants are granted a monetary order for the balance owing by the landlord to the tenants in the amount of $3,097.40, pursuant to section 67 of the *Act.* This order must be served on the landlord by the tenants and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: December 14, 2018

Residential Tenancy Branch