



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR MNDC MNSD FF

### Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The participatory hearing was held, by teleconference, on January 15, 2019 and March 19, 2020. The Landlords applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the "Act").

The Landlords attended the hearing, and one of the Tenants attended the hearing, referred to as the Tenant. The Tenant confirmed receipt of the Landlords' application, amendment and evidence (two separate packages in total). The Landlords confirmed receipt of the Tenant's evidence. Neither party raised any issue with respect to the service of any of the packages. I am satisfied all evidence and the application/amendment has been sufficiently served.

Both parties were provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence that was submitted in accordance with the rules of procedure, evidence which was presented at the hearing and evidence that is relevant to the issues and findings in this matter are described in this Decision.

### Issues to be Decided

- Are the Landlords entitled to a monetary order for rent or for damage or loss under the Act?
- Are the Landlords entitled to retain all or a portion of the Tenants' security deposit in partial satisfaction of the monetary order requested?
- Are the Landlords entitled to recover the cost of the filing fee?

### Background and Evidence

Both parties agree that monthly rent is \$2,235.00 per month as was due on the first of the month. Both parties also agree that the Landlords still hold a security deposit of \$1,075.00 and a pet deposit of \$1,075.00. The Landlords provided a copy of the tenancy agreement which specifies that the tenancy began on April 1, 2017. Although there were other people living in the rental unit, besides the two Tenants named on this application, they did not sign the tenancy agreement. The only remaining original tenants are the two named on this application.

The Landlords confirmed that they did not do complete any condition inspection reports or formal and documented walk throughs at the start or the end of the tenancy. The Tenant stated that he moved most of their things out by mid-August 2019 but he and the other occupants did not fully clean and move out until the end of August. The Landlords stated that the remaining people living there did not move out until the end of August 2019. The Tenant did not deny that other people may have occupied the unit until the end of August.

The Landlords stated that they took a few photos at the start of the tenancy, and some at the end, but did not have any way to verify when the photos were taken, as they were not date stamped or marked in any way. There was also no digital evidence spreadsheet showing when each photo was taken. The photos at the start of the tenancy did not have any date embedded in their metadata, nor were they labelled with dates. Further, during the hearing, the Landlords only spoke generally as to when the pre-move-in photos were taken, and did not explain clearly when they were taken.

The Landlords uploaded lots of partially named digital files to the website. However, only spoke to a small fraction (as noted in the decision) these files in support of their application. The Landlords submitted a monetary worksheet as part of their initial application package. However, they subsequently submitted an amendment, with an updated worksheet. The Landlords clarified that the first monetary order worksheet they submitted with their application has been replaced by the ones they subsequently submitted, along with their amendment.

There were two monetary order worksheets speaking to the following list of items. Most of the items will be addressed in the order laid out in the worksheets, but some were amalgamated as they were related, and some items were withdrawn. The remaining items are as follows:

- 1) \$2,235.00 - August 2019 Rent
- 2) \$109.37 - Unpaid Utilities

The Landlords stated that the Tenants just left part way through August, and never paid rent for that month or the outstanding utility bills. The Landlords provided a copy of the utility bill into evidence. A copy of the Tenancy Agreement was provided into evidence showing the Tenants were responsible for the utilities. The above bill is for water and sewer for the last part of the tenancy.

The Tenant acknowledges not paying August rent, and the last utility bill (water and sewer). The Tenant does not dispute that he owes this amount.

- 3) \$981.75 – Junk Removal – Dumpster fee
- 4) \$1,150.00 – Hauling fees

The Landlords stated that these items are for the cleanup of the exterior yard debris and garbage left behind by the Tenants. The Landlords stated they did not take any photos of the yard at the start of the tenancy, nor did they complete a condition inspection report. The Landlords provided receipts and invoices showing that they paid the above amounts to clean up the yard. The Landlords pointed to a couple of photos from July 2019, relating to bylaw complaints about the garbage.

The Tenant stated that the property was a mess when they moved in, and much of the garbage was there before they moved in. The Tenant stated that all of this debris was left behind by the last tenants. The Tenant stated that he asked the Landlords to clean up the yard at the start of the tenancy but the Landlords didn't do anything about it.

- 5) \$525.00 – RV Removal

The Landlords stated that the Tenants left behind an RV in the yard, and they had to pay to get it removed after the Tenants abandoned it. The Landlords provided an invoice for this item and an undated photo showing it was left in the yard.

The Tenant does not dispute that they left an RV behind in the yard, and acknowledged that they would be responsible for this item.

- 6) \$450.00 – bylaw tickets

The Landlords stated that they received a bylaw ticket due to the yard being unsightly and poorly maintained. The Landlords provided a copy of this ticket dated July 26, 2019. The Landlords stated that they paid the ticket on August 9, 2019, and the Tenants should be responsible for this item because it was largely due to the garbage in the yard, which was the Tenants.

The Tenant reiterated that the vast majority of the garbage was there before, as were the noxious weeds, and poor yard condition. The Tenant stated they were okay with renting it with a poorly maintained yard and deny that they made the problem worse. The Tenant stated that while they were living there, they actually had their own bin on the property where they put their discarded belongings into, so they would have no reason to leave their items on the yard. The Tenant stated he should only have to pay for half the ticket because he acknowledges that the RV was theirs and was unsightly.

7) \$1,000.00 – Yard cleanup

The Landlords stated that this amount is for 16 hours worth of yard cleanup and waste removal. The Landlords stated they provided a receipt for this item and cited the file name for the to look up. However, a file named “invoice 1014” could not be located. The Landlords stated that the yard was totally overgrown at the end of the tenancy, and a company had to come and trim back large bushes, trees, and weeds. The Landlords stated that as per the tenancy agreement, the Tenants are responsible for yard maintenance. The Landlords spoke to an addendum that was signed, but the tenancy agreement they provided was missing the addendum. The Landlords pointed to some written warning from the municipality starting in May 2017 (and accompanying photos), regarding the problematic noxious weed growth. There was also issues with overgrown trees and shrubs identified by the municipality in the summer and fall of 2017.

The Tenant stated that they agreed to mow the lawn, but never agreed to take care of the weeds. The Tenant does not feel this amount is reasonable, as the yard was always a mess, even when they moved in. The Tenant indicated that many of the trees and bushes were already overgrown, and it shouldn't be their responsibility to do major pruning.

8) \$271.69 – Noxious Weed Removal

The Landlords withdrew this item

9) \$240.00 – House Cleaning

The Landlords were asked to explain this item, and stated they paid someone the above amount to clean the inside of the house. The Landlords stated the hired cleaner spent the whole day there “or something like that”. When questioned further, the Landlords stated he did not know how long it took to clean the unit, only that it needed cleaning. The Landlords stated that the kitchen and the bathrooms were quite dirty. The Landlords pointed to a handwritten note from the cleaner, dated November 5, 2019, which stated they did the interior cleaning, and collected \$240.00 in cash. The Landlords also pointed to photos they took towards the end of the tenancy. When asked to explain when they were taken, the Landlords said sometime in August and September, and that different photos were taken at different times. The Landlords did not speak to any of the photos more specifically in terms of dates.

The Tenant stated that the Landlords came and took photos in August, prior to all of the Tenants being fully moved out. The Tenant stated that although he moved out mid-August, the other Tenant stayed to do more cleanup, and to move their things out. The Tenant stated that the Landlords’ photos are not dated, and he denies that the unit was left in the manner depicted. The Tenant stated that by the end of August, they had fully cleaned up and the Landlords came and took photos too early, prior to them being fully moved out. The Tenant stated that they hired a cleaner and did not leave a mess, as alleged.

10) \$682.50 – Bathroom fan replacement

The Landlords stated that there was a bathroom fan present at the start of the tenancy, and it was missing at the end of the tenancy. The Landlords provided a photo of the missing fan (undated), and also provided a copy of the invoice they paid to have the fan replaced. The Landlords did not have any photos at the start of the tenancy showing that a fan existed, nor did he have a move-in or move-out condition inspection report.

The Tenant stated he doesn’t recall the fan and has no recollection as to whether or not they caused this damage.

11) \$750.00 – Painting, door jamb repair, install 3 light fixtures, finish trim, fix door, and kitchen cabinet – October 28, 2019

12) \$625.00 – Painting of interior of house – October 20, 2019

The Landlords explained that they bought the house sometime in 2015, and they were not sure when it was last painted. The Landlords stated that the previous owner “may have painted it.” The Landlords stated that there was wall damage, door jamb damage, missing light fixtures, and kitchen cabinet repairs that were needed. The Landlords pointed to some undated photos as proof of damage. The Landlords stated they renovated the basement in 2018 when the Tenants were living there, so part of the house was relatively new. The Landlords stated that some photos were taken part way through the tenancy, and some at the end, but were not clear about which ones were taken at which time.

The Tenant stated that the unit needed repainting badly at the time they moved in, and he does not feel they should be responsible for any painting, since it has been at least 4 years since it was painted. The Tenant acknowledged doing damage to the kitchen cabinet, the door jamb, and the light fixtures, but denies that he should have to pay for painting, which is a large part of the invoice.

13) \$60.95 – Closet door parts

The Landlords stated that the Tenant broke the closet door in the bedroom. He provided an undated photo of the door, and a copy of the receipt for the material costs. The Landlords stated that there were a few items (track and other parts) that required replacing at the above noted cost.

The Tenant acknowledged damaging the closet door, and does not dispute that they are responsible for this item.

14) \$140.09 – Bedroom door parts, wood

15) \$80.72 – Lights, paint brushes, electrical receptacle covers

16) \$127.77 – Glass panel replacement of front door window and bedroom window

17) \$45.91 – Paint supplies

18) \$94.58 – Paint supplies

19) \$104.56 – Paint supplies

20) \$208.91 – Paint supplies

The Landlords stated that the above amounts were material costs (receipts provided) for the repair of a broken bedroom door, the framing, light bulbs, paint brushes,

electrical receptacle covers, and the replacement glass for both the front door, and the bedroom. The Landlords pointed to some undated photos which they state were taken sometime in August or September 2019, showing damage to the door, trim, windows, receptacles.

The Landlords stated that items 17-20 represent material cost for painting, as the labour costs were itemized earlier. The Landlords provided receipts. The Landlords stated that most of the house required repainting, but, as noted above, it has not been repainted in at least 4 years.

The Tenant stated that he has no idea what door the Landlords is referring to, and denies that it was broken when they moved out. The Tenant stated that neither he, nor any of the other Tenants or occupants broke any of the receptacle covers, or the above noted door. The Tenant acknowledged breaking the windows and did not dispute the that item. The Tenant stated that the house was in need of many repairs when they moved in, and many of the receptacle covers were already broken.

As previously stated, the Tenant does not feel he should be responsible for repainting as it was in need of repainting when he moved in.

21) \$19.75 – Light bulbs

The Landlords reiterated that there were a few light bulbs that needed replacement. The Landlords provided a receipt for this item and stated this was the cost to buy new bulbs for a couple of different lights. The Landlords did not have any documentary evidence or testimony to show which bulbs were burned out, or how many there were in total.

The Tenant stated that none of the bulbs were burned out to their knowledge, and he is not sure which lights the Landlords are referring to. The Tenant pointed to a lack of evidence showing which light bulbs were burned out.

22) \$13.56 – registered mail cost

The Landlords are seeking to recover the cost to send evidence to the Tenant.

The Tenant does not feel he should have to pay for this.

23) \$4,470.00 – lost rent for September and October of 2019

This item is an amalgamated item, comprised of a couple different rental periods identified on the Landlords' worksheet. However, for ease of reading, I will address the Landlord's claim for loss of rent after the tenants left under this single item.

The Landlords stated that after the Tenants moved out in August, they had to do many repairs, cleaning, debris removal, and yard cleanup prior to being able to re-rent it. The Landlords feels the Tenants should have to pay for these two months in rent because it took the entirety of these two months to fix the rental unit, and the yard.

The Tenant pointed out that some of the work was not their responsibility or their fault. The Tenant acknowledges doing some damage, which would have required fixing but doesn't feel they should be responsible for all of September and October 2019. The Tenant stated the Landlords should have been able to fix the house within a couple of weeks.

### Analysis

A party that makes an application for monetary compensation against another party has the burden to prove their claim.

In this instance, the burden of proof is on the Landlords 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 Tenants. Once that has been established, the Landlordss must then provide evidence that can verify the value of the loss or damage. Finally it must be proven that the Landlords did everything possible to minimize the damage or losses that were incurred.

When two parties to a dispute provide equally plausible accounts of events or circumstances related to a dispute, the party making the claim has the burden to provide sufficient evidence over and above their testimony to establish their claim.

First, I note that, according to the Rules of Procedure, evidence in the Dispute Resolution Proceeding must be presented by the party who submitted it. In this case, the Landlords uploaded many photos and files, and despite being reminded to point out what was relevant, and why, they did not refer to explain most of their documentary evidence. (ie – exactly where and when all the different photos were taken). Rules of Procedure state:

### **7.4 Evidence must be presented**



Evidence must be presented by the party who submitted it, or by the party's agent.

In this case, the Landlord failed to present, explain, or refer me to most of their evidence. When the Landlords' evidence was pointed out or explained, I noted it in this decision. However, much of it remained unrepresented or explained.

- 1) \$2,235.00 - August 2019 Rent
- 2) \$109.37 - Unpaid Utilities

Having reviewed this matter, I note the Tenant does not dispute that they failed to pay August rent, or the remaining utility bills. There is no evidence to show the Tenants gave proper notice, and given they took most of August to move out, I find they are responsible for paying rent for this month. I award these two items in full.

- 3) \$981.75 – Junk Removal – Dumpster fee
- 4) \$1,150.00 – Hauling fees

Having reviewed this matter, I find the Landlord has provided very little, if any evidence showing the condition of the yard at the start of the tenancy. There is no documentary evidence to show that the yard did not have some amount of debris. The Landlord stated the yard was clean, but the Tenant has refuted this and provided a different version of events. Without further evidence from the Landlords supporting the condition of the yard, and the presence, or absence, of debris at the start of the tenancy, I find they have failed to sufficiently meet the onus placed on them to substantiate these items. This item is dismissed in full.

- 5) \$525.00 – RV Removal

Having reviewed this matter, I note the Tenant acknowledges that they left behind this RV, and he does not dispute that they are responsible for its removal. As such, I award this item, in full, as I find there is sufficient evidence that the Tenants left this behind.

- 6) \$450.00 – bylaw tickets

I have considered the testimony and evidence on this matter, and I note there is a problematic lack of documentation and evidence showing what the condition of the yard was at the start of the tenancy, and whether or not some of the debris and garbage was there when the Tenants moved in. Although the Landlords stated all of the garbage was from these tenants, he has provided insufficient evidence to demonstrate that this was the case. That being said, I note the Tenant acknowledged that part of the unsightliness

was from their older RV being left in the yard, and the dumpster he had stored on the lot for a period of time.

I find the Landlords have failed to sufficiently demonstrate that the Tenants are responsible for all of the issues behind the bylaw infraction. As a result, I do not find the Landlords have met the burden of proof on this item such that they would be entitled to the full amount. However, I note a major issue identified in the bylaw notice was derelict vehicles/and or trailers. The Tenant does not dispute that this was theirs. I find it more likely than not that this was a contributing factor to the ticket. Given the above, I find a nominal award is more appropriate.

*“Nominal damages” are a minimal award. Nominal damages may be awarded where there has been no significant loss or no significant loss has been proven, but it has been proven that there has been an infraction of a legal right.*

I award the Landlords a nominal amount of \$225.00 for this item, which represents half of the bylaw ticket.

#### 7) \$1,000.00 – Yard cleanup

I have considered the relevant evidence and testimony presented, and I note the Landlords pointed to a copy of the invoice and receipt, and pointed out the file name so that I could look it up after. However, there was no file with the name the Landlords referred me to. As such, I do not find they have sufficiently demonstrated the value of their loss. Further, the Tenancy Agreement is missing the addendum and is not a complete record of what each party is responsible for during the tenancy. I do not find the tenancy agreement, without a copy of the addendum, is sufficiently clear such that I could find the Tenants are responsible for all yard maintenance.

That being said, I find it important to note Policy Guideline #1, Landlords and Tenant – Responsibilities which provides some general guidance on yard maintenance as follows:

*Generally the tenant who lives in a single-family dwelling is responsible for routine yard maintenance, which includes cutting grass, and clearing snow. The tenant is responsible for a reasonable amount of weeding the flower beds if the tenancy agreement requires a tenant to maintain the flower beds.*

*The Landlords is generally responsible for major projects, such as tree cutting, pruning and insect control.*

I note the photos attached to the bylaw warning from May 2017 shows a substantial amount of tall weeds throughout the yard. The weed growth is significant, and there appears to be very little, if any lawn in the photos. There appears to be lots of barren land and overgrown weeds. I note these photos were taken by the municipality only around a month after the Tenants moved in. It seems unlikely that these weeds would not have been present in significant quantities at the start of the tenancy, given it was less than 2 months after they moved in to when the municipality took issue with the property. Further, although Tenants are generally responsible for cutting the lawn in a single family home, I note they would not always be required to weed other areas of the yard, unless there was an agreement to do so. I find there is insufficient evidence of any such agreement. Also, I note the photos taken by the municipality around May 2017 show that there are several overgrown and poorly pruned trees and shrubs. I find it likely that these were issues that predated the tenancy, given the size of some of the foliage.

There is a problematic lack of evidence regarding what the Tenants agreed to do in terms of yard maintenance. There is also sparse documentary evidence showing the yard at the start of the tenancy. The few photos taken by the municipality shortly after the Tenants moved in show a poorly maintained yard, which would likely have predated this tenancy. Given all of this, I find the Landlords has failed to sufficiently demonstrate that the Tenants are responsible for this item, and that they did not inherit a poorly maintained yard. I note this item includes a significant amount of pruning and debris removal. I dismiss this item, in full.

8) \$271.69 – Noxious Weed Removal

The Landlords withdrew this item

9) \$240.00 – House Cleaning

I have considered the testimony and evidence on this item, and I note that the onus is on the Landlords to prove that the Tenant's failed to clean up, and contributed to the need to hire cleaners. I note there are a couple problematic portions to this aspect of the Landlords' claim. First, the Landlords was not sufficiently clear with respect to when the photos were taken such that I could know that they were taken after the Tenants had moved out, and had finished cleaning. It appears the Tenants left over gradually over the month of August. Further, I also note the Landlords only generally referred to mess left behind, making note of the bathroom and the kitchen, and did not have any idea how many hours were spent cleaning. I find the Landlords presented an unclear and poorly documented version of events, and has failed to sufficiently demonstrate the

Tenants left a mess *after* they moved out. The Landlords' testimony regarding when the photos were taken was also unclear, despite being given ample opportunity to explain. This item is dismissed, in full.

10) \$682.50 – Bathroom fan replacement

Having reviewed this matter, I note the Landlords failed to do a move-in or move-out inspection and complete a condition inspection report and have not documented or specified the date of the photo. The Landlords' documentary evidence is lacking in this regard. However, when comparing the testimony of the two parties, I note the Tenant was vague, and somewhat evasive when answering to this item. In contrast, the Landlords stated they knew there was a fan present at the start of the tenancy, and it was missing at the end. When comparing these two versions of events, I find the Landlords provided a more clear and compelling account of what occurred. As such, I have given more weight to the Landlords' statements on this item. I find it more likely than not that the Tenants caused this damage. I award this item in full.

11) \$750.00 – Painting, door jamb repair, install 3 light fixtures, finish trim, fix door, and kitchen cabinet – October 28, 2019

12) \$625.00 – Painting of interior of house – October 20, 2019

I have reviewed this matter, and I turn to *Residential Policy Guideline #40 - Useful Life of Building Elements*, which states as follows:

*This guideline is a general guide for determining the useful life of building elements for determining damages which the director has the authority to determine under the Residential Tenancy Act and the Manufactured Home Park Tenancy Act . Useful life is the expected lifetime, or the acceptable period of use, of an item under normal circumstances.*

I note the guideline states that interior wall surfaces have a useful life expectancy of around 4 years. I note the Landlords has not repainted the walls within that timeframe and were unsure about when they were painted last. As such, I decline to award either of the two invoiced amounts above (item 11 or 12), in full, as painting is a significant component of each of these items. However, I still find the Landlords is entitled to some compensation based on the damage the Tenant acknowledges.

I note the Tenant acknowledge damaging the door jamb, some trim, the kitchen cabinet, and the lights. However, determining what value is appropriate in this case is difficult,

since the larger of the two invoices is not itemized properly. I note that an arbitrator may also award compensation in situations where establishing the value of the damage or loss is not as straightforward:

“Nominal damages” are a minimal award. Nominal damages may be awarded where there has been no significant loss or no significant loss has been proven, but it has been proven that there has been an infraction of a legal right.

In this case, I am satisfied the Tenants are responsible for some of these items. However, the Landlords have failed to sufficiently itemize the different costs of each of these items, so I find a nominal award is more reasonable. I award a nominal amount of \$400.00 of the \$1,375.00 claimed for these two items.

13) \$60.95 – Closet door parts

Having reviewed this matter, I note the Landlords is seeking to recover the material costs associated with repairing the closet door in the bedroom, which the Tenant acknowledged breaking. I find there is sufficient evidence to show the Tenants are responsible for this item. I award this item, in full.

14) \$140.09 – Bedroom door parts, wood

15) \$80.72 – Lights, paint brushes, electrical receptacle covers

16) \$127.77 – Glass panel replacement of front door window and bedroom window

17) \$45.91 – Paint supplies

18) \$94.58 – Paint supplies

19) \$104.56 – Paint supplies

20) \$208.91 – Paint supplies

Having reviewed these items, I note they are comprised of several different items, some of which are disputed, some are not. As stated under item #12, I do not find the Tenants are responsible for repainting costs, given the time that has lapsed since the last re-paint, and the lack of clear evidence showing the Tenants are responsible for much of the damage. With respect to the broken door and the light receptacle covers, I find the Landlords' undated photos of general damage, without reference as to where the photos were taken and when, are insufficient to prove that the damage was caused by the Tenants. The lack of condition inspection report is also noteworthy. As such, I decline to award either the painting material costs, the door cost, or the receptacle covers.

I note the Tenant acknowledged being responsible for the window damage, and I find the Landlords are entitled to compensation for the material cost of the window damage, totaling \$127.77 as per the receipt provided. With respect to the interior light bulbs that the Landlords stated they had to replace, I find there was a lack of clarity regarding which bulbs were burned out and how many there were. I do not find the Landlords have sufficiently explained the lightbulbs issue such that I could be satisfied which, and how many bulbs warranted replacement. Out of the 7 items listed for this part, item number 14-20, I only award the Landlords \$127.77 for the cost of the window replacement.

21) \$19.75 – Light bulbs

Having reviewed this matter, I note that, generally, when a light bulb burns out during a tenancy, it is the responsibility of the Tenant to replace the bulbs, as per policy guideline #1. However, I also note the Landlords carried the burden of proof to establish the loss, and sufficiently explain which bulbs were burned out, and how many there were. I do not find the Landlords have sufficiently done this. As such, I dismiss this item, in full.

22) \$13.56 – registered mail cost

Having reviewed this item, I note that registered mail is considered a cost of doing business, and is not recoverable. The Landlords did not have to mail documents, and could have served them in person or in a different manner. I dismiss this item, in full.

23) \$4,470.00 – lost rent for September and October of 2019

I have reviewed this item, and I turn to Policy Guideline #3 – Claims for Rent and Damages for loss of Rent, which states the following:

*This guideline deals with situations where a Landlords seeks to hold a tenant liable for loss of rent after the end of a tenancy agreement.*

*[...]*

*Even where a tenancy has been ended by proper notice, if the premises are un-rentable due to damage caused by the tenant, the Landlords is entitled to claim damages for loss of rent. The Landlords is required to mitigate the loss by completing the repairs in a timely manner.*

I am satisfied that the Tenant is responsible for damaging several items, as laid out above. For example, the Tenants left behind an RV, broke a closet door, broke windows, light fixtures, a kitchen cabinet panel and a door jamb. I find it would have taken a period of time, after the end of the tenancy, to assess the damage, procure the items, hire the necessary help, and complete the job. However, I also find that many of the items claimed by the Landlords have not been sufficiently supported by their evidence. Overall, the Landlords provided poorly organized evidence, unclear testimony on many items, and a lack of clear verifiable evidence supporting the condition of the rental unit at the start and the end of the tenancy, other than several poorly explained and undated photos.

The Landlords failed to establish that the Tenants were responsible for many of the alleged issues. As such, I decline to award the recovery of the 2 months' worth of lost rent (September and October 2019). That being said, I find the Tenants are partially liable for some of the rental loss, while some of the proven issues were remedied. I find it likely that some of the issues caused by the Tenants would have made the house impossible to list and show to prospective tenants for September. Although the repairs the Tenants are responsible for may not have taken the whole month of September 2019, I find it likely that the damages were sufficiently numerous and involved as to make it nearly impossible to re-rent any sooner than October 1, 2019. Overall, given the Landlords' partial success, I award the recovery of the month of September 2019, but decline the month of October. I award \$2,235.00 for this item.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. As the Landlords was substantially successful with their application, I order the Tenants to repay the \$100.00 fee that the Landlords paid to make application for dispute resolution. Also, I authorize the Landlords to retain the security and pet deposit to offset the other money owed.

In summary, I find the Landlords is entitled to the following monetary order:

<b>Item</b>	<b>Amount</b>
August Rent	\$2,235.00
Utility bill	\$109.37
RV Removal	\$525.00
Bylaw Ticket - nominal	\$225.00
Bathroom Fan	\$682.50
General Damage (items 11 &12)	\$400.00
Closet Door parts	\$60.95

Window Repair	\$127.77
Rental Losses for September 2019	\$2,235.00
PLUS: Filing Fee	\$100.00
Subtotal:	\$6,700.59
LESS: Security and Pet Deposit	\$2,150.00
<b>Total Amount</b>	<b>\$4,550.59</b>

### Conclusion

The Landlords is granted a monetary order in the amount of **\$4,550.59**, as specified above. This order must be served on the Tenants. If the Tenants fail to comply with this order the Landlords may file the order in the Provincial Court (Small Claims) and be 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 *Residential Tenancy Act*.

Dated: March 20, 2020

---

Residential Tenancy Branch