Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S, MNDCL, FFL

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act") for a monetary order for damages in the amount of $5,029.19, retaining the security deposit to apply to the claim; and to recover the $100.00 cost of their Application filing fee.

The Tenants, E.K. and N.L., and the Landlords, H.P. and K.P., appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about the hearing process. During the hearing the Tenants and the Landlords were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Neither Party raised any concerns regarding the service of the Application for Dispute Resolution or the documentary evidence. Both Parties said they had received the Application and/or the documentary evidence from the other Party and had reviewed it prior to the hearing.

Preliminary and Procedural Matters

The Parties provided their email addresses at the outset of the hearing and confirmed their understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

Prior to the Parties' testifying, I advised them that pursuant to Rule 7.4, I would only consider their written or documentary evidence to which they pointed or directed me in the hearing.

Issue(s) to be Decided

- Are the Landlords entitled to a monetary order, and if so, in what amount?
- Are the Landlords entitled to recovery of the Application filing fee?

Background and Evidence

The Parties agreed that the fixed term tenancy began on September 1, 2018, running to September 1, 2019, and then running on a month-to-month basis. They agreed that the Tenants paid the Landlords a monthly rent of $1,995.00, due on the first day of each month. The Parties agreed that the Tenants paid the Landlords a security deposit of $997.00, and no pet damage deposit. The Parties agreed that they did a condition inspection of the rental unit at the beginning and the end of the tenancy, and that the Landlords provided the Tenants with a copy of the condition inspection report ("CIR").

The Parties agreed that on November 30, 2019, the Tenants emailed the Landlord their notice of the end of the tenancy, effective December 31, 2019, because they decided they needed more space than they had in the rental unit. In this email, the Tenants also told the Landlord that they would "…make the apartment ready for showings and do our best to work around your schedule."

The Landlords claimed that there was damage and loss to the rental unit at the of the tenancy, which is set out in the following monetary order worksheet, with details provided by the Landlord.

	Receipt/Estimate From	**For**	**Amount**
1	Contractor	Repair condo & re-key front door lock	$1,291.79
2		Total paint cost for repairs	$275.24
3		Shower curtain replacement	$44.66
4		Replace 1 damaged, 1 missing key fob	$225.00
5	Electrician	Remove unauthorized light fixture	$50.00
6	Estimated	Repair cost for closet shelf, towel bar handle & hardware	$150.00
		Renovation Sub-total	**$2,036.69**
7	Loss of Rent	February 2020	$1,995.00

8	Loss of Rent	March 2020	$1,995.00
		Less Tenant's security deposit	($997.00)
		Total monetary order claim	$%,029.19

#1 Contractor's Repairs and Front Door Re-Keying → $1,291.73

The Landlord, H.P., said that his chosen contractor repaired holes, dents, and gouges left unfilled by the Tenants in the rental unit walls. He said:

> The cost to fix the condo was cheap, because we had a couple people come in and quoted $4,000.00 or $5,000.00, so $1,279.00 is a mitigation.

The contractor's invoice states: "Holes that were filled are not properly burred before filling. TV wall-mounted bracket holes not properly taped and filled." They indicated that the scope of the work included:

- Sand all walls,
- De-burr and spot prime all defects,
- Re fill all holes,
- Tape and fill larger holes,
- Fill and sand dings and dents on doors, baseboards, and window sills,
- Re sand and remove dust
- Spot prime repairs and paint 2 coats.

The contractor also indicated having re-keyed the deadbolt lock.

The Landlord said:

> There's a dispute about the locks. They said they didn't change it. We had two extra keys made and we gave two to the Tenants with key fobs and mailbox keys.
>
> My father passed away on December 14, 2019, in the U.K., so we had some friends represent us while we were in the U.K. We knew that the Tenants were leaving, so we gave our friends a key, so they could go in and lock up after the inspection.
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> When the Tenants were leaving on December 31, my two friends, and [the

> Tenant, N.L.], met at the rental unit. My friend went to lock the condo door after the inspection, and she said, ‘this doesn’t work’. They used the keys [N.L.] used and had in an envelope. When we went to have a look at the condo, we couldn’t get in either. We never got the Tenants’ keys after the fact, so we couldn’t have mixed them up with other storage keys. If we couldn’t get in, and our agents couldn’t get in, we had to change the locks.

The Tenants said:

> I will say that I can see there was drywall damage that needed to be repaired. But we did not change the locks. They added a dead bolt. We thought that was the confusion with the key. We are baffled by this accusation. We had no reason to change the locks. We have expressed as much, and they have refused to acknowledge it.
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> The accounting of how we left the apartment is inaccurate. I did leave slightly earlier, but not much; we inspected it early. They refused to sign it themselves. One said, ‘Wow this is a great apartment; this is the cleanest I’ve seen.’ We all left, all of us. She locked the door without issues. I got off at the main floor. Even their recounting of how this went down is inaccurate.
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> When the agents inspected, they took video, but this is not included in the Landlords’ submission. If it was unshowable, that video would support it. When we followed up three weeks later for the security deposit, we said we understood the security deposit might be delayed. Our work had been sanded down – the TV in the flex room.
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> It reached this point, because we feel that we’re being lied about. It’s hard to tell how much from the invoice went to those issues. Dings and dents on doors are normal wear and tear. We lived there for almost a year and a half. Dings and dents, small holes are real wear and tear. We didn’t change the locks.
>
> Re the holes from wall mounted TV. One month earlier, [K.P.] had come in to inspect and said nothing about when she came.

The Landlord said:

> First, we didn’t take a video, because it was a 6 p.m. They weren’t ready at noon, and not ready at 4 pm. The video was not submitted because it was too dark; it

was too late by then. I submitted photos.

The TV wall was bad. Even the bedroom on both sides of the bed had massive holes punched in. So, I don't know what was dug in there. In the flex, the den, there were massive dents. The last point, as for the actual TV where the sofa sits, there were holes all across that wall. The photo evidence shows this. We didn't even ask for a rent increase. We're not in the habit of taking advantage of people.

Our Agents, our close friends. They saw the condo when it was being built. How they could say "wow" when they had seen it multiple times.

I did the first inspection three months after move in. I did that inspection, and for one, it was very cluttered - a lot of stuff going against the wall. I said I assume you're going to be repairing that. These things had already been brought up. [K.P.] said to please take care of the condo around the walls when you move out. See December 17 email.

Touch ups, once you see everything taken down, you can see how much damage there was. The counter-messaging in the Tenants' message to the RTB suggests that we're trying to scam them. We're middle-aged people getting close to retirement; this is our retirement. There were holes everywhere in that condo, and it was unshowable. Holes were the size of my index finger all over the place. There was an attempt to patch them, but one contractor said we need to replace the drywall for $5,000.00. We didn't want to do this, because we can't afford that. It's a little bit offensive to say we're trying to take advantage of the situation.

The Tenants said:

The large holes that [H.P] is talking about are from anchoring shelves. See file A email exchange 1, in which we feel the need to request going to the RTB, and harbour these feelings. If you look at this email and a further email, on two occasions, Mr.[P.] made threats to us. He said he would make his accusation to our new landlord to ensure he knows who he is renting to. These threats and false accusations about the locks, and also falsities about which fobs were missing were why we thought it necessary to proceed with this. We didn't want to be slandered to future landlords.

We're not saying they're taking advantage, but that they didn't want to listen to

> what we had to say. We asked about the status of our update, which was met with vitriol. Again, in the first email in file A, Mr. [P.] said 'I can't believe you had the gall to ask for your security deposit back.' We were under the impression that the landlord had to apply for the security deposit. We felt that it showed they were not willing to work in good faith.

The Landlords said:

> On Sunday. February 9, in Tenants' documents and my own, it clearly says – state the 10 – 15 points. 'We counted 35 holes in the wall…. All in all, we're awaiting the contractor's quote to fix the holes…. If the quote is at least $1,000.00, we'll ask you for the difference….' The crazy thing is that while we were away, we even provided a reference to your new landlord in good faith. You have broke rules like changing - putting up light fixtures that weren't approved, and changing the locks. I am frustrated. I even said I'm angry and frustrated. On February 10, I said I will keep this professional…, but be in touch with your new landlord to see who he's renting to. I didn't do anything about that ….
>
> It's not wear and tear, and we were taking back possession of a condo that is unshowable and unrentable.

The Tenants said: "I think as Mr. [P.] stated, the fact that he did not get in touch with our landlord is evidence that this was a threat."

The Landlords submitted five videos of the condition of the rental unit prior to the Tenants moving in. The Landlord said that these Tenants were the first to live in the rental unit. The Landlords also submitted approximately 60 photographs of damage they said was left behind by the Tenants after they had lived in the rental unit for a year and a quarter. The Landlords did not provide a video of the rental unit after it was vacated by the Tenants, as opposed to the five videos taken prior to the start of the tenancy.

#2 Paint Costs → $275.24

The Landlords said that they purchased the paint separately, themselves, for $275.24 at a national paint chain. The Landlords said that the contractor was going to charge them $500.00 for the paint alone. The Landlord said: "There were 30-odd holes with some gouges, but $500.00 seemed too expensive."

The Tenants said: "Perhaps [the Landlord] can elaborate; when we asked for paint to

cover the patches, we were told it would be provided by the Strata, but they didn't provide it on time."

The Landlord said he addressed this in an email to the Tenants. He said:

> On December 17 – thanks for your note, but we don't have paint. I think there's a caretaker in the building who might help. Reach out to him and . . . please fill out holes and sand down, so that it's ready for painting. This is documented in the Tenants' counter under file I. How can you say you're off the hook for paint? Wear and tear don't include punching holes and not painting.

The Tenant said:

> Thank you for clarifying. I'm not saying it exonerated us. If [the Landlord] was going to reach out to the building caretaker, she would have given us information about what he had said. Is there an itemized list of the paint? It seems like a lot of paint.

The Landlord replied:

> $275.24. I had to get an extra gallon, because the contractor was running out. On the 22nd, I had to get another gallon. Paint doesn't go that far when you're putting two coats on.
>
> We didn't close the loop, we assumed you had gone to the building person we had asked you to go to. We were in the U.K. taking care of my father's funeral.

#3 Shower Curtain Rod Replacement → $44.66

The Landlord said that the curtain rod "…was hanging off, and was not safe for new tenants. I went to [national hardware store] and bought the same. See the receipt for the shower curtain rod.

The Tenants said:

> All that we have to say is that this wasn't noted in the CIR move-out. We can't say anything that happened after we handed the keys off. We used it every single day and it wasn't unsafe.

The Landlord submitted a receipt from a national hardware retailer for a "ShowerRodSet" that cost $44.66.

#4 Key Fobs – 1 damaged, 1 missing → $225.00

The Landlord said: "The damaged fob had the back of the actual fob missing; it was held together with green tape. The Caretaker used a new battery and a new cover, but it was still unworkable. The batteries were held in place with green tape. This was for the underground parking and the front door."

The Tenants agreed that the fob was damaged, "…and we were missing a fob. It was lost back in a cycling accident, but we dispute it doesn't work. We said we were willing to pay for it either way. The agent let me out of the garage by the fob. We have no real dispute with that.

#5 Electrician – Remove Unauthorized Light Fixture → $50.00

The Landlord said: "There was no light fixture when they took it, and it was there when we took possession back, and we had to remove it. We probably threw it away.

The Tenants said:

> That was human error. It was given to us by my Mom who is a professional stager. My dad installed it . . .didn't realize, hopefully the new tenants like it. That was human error on our part. Moving day was pretty chaotic; we were moving over the holidays. We don't dispute this one.

#6 REPAIRS → $150 for closet shelf, towel bar, hardwood flooring chip

<u>Closet Shelf</u>:

The Landlord said that the closet shelf was hanging off, away from drywall, that the hinge bracket in the shelf in the closet has almost totally come out of the drywall.

The Tenants said: "We are aware of it and we had actually brought that up to Landlord in a previous inspection. They said it was under their building warranty and they would take care of it."

The Landlord said:

> At no point was this a building warranty issue or something that they would fix. We would never say that a Caretaker would fix it. That's not warranty, otherwise we would have claimed the whole thing.

There was no mention of the shelf in the move-in or move-out CIR, although the Tenants did not dispute that the shelf was other than as claimed by the Landlord.

Towel Bar:

The Landlord said that the towel bar was loose, and coming away from the drywall. The Landlord submitted a short video showing that the towel bar was a little loose, though, hardly coming away from the drywall.

The Tenants said it was not mentioned in the CIR; therefore, it should not be considered their responsibility.

Floor Chip:

In the hearing the Landlord referred me to a photograph he submitted of a chip in the hardwood tile in the office or den. The Tenants acknowledged the chip in the floor, but they said: "I'm not disputing damage in the office; I used a desk chair there. I worked in the small space eight hours a day and this damage is normal wear and tear."

#7 Loss of rent in February and for March 2020 → $1995 per month

In the hearing, the Landlord said: "As I said we couldn't show it until it was fixed. You can't rent the day that you vacate; I get that, so I factored in the month of January for getting things in order; I discounted 30 days, but I did claim for February and March. The new tenant moved in on April 1. When the contractor finished his work was March 26 or 27 or something like that."

The Tenants said:

> All that I would say is that I do not believe that our damages should have taken two months to get repaired. My parents own several rental properties in Ottawa. They said it wouldn't take that long to repair. Re he discounted January: he had already stated his intention to not rent in January, because he said it would show better empty. To call it a discount is not really true. More than 60 days – 80 days to repair a 500 square foot apartment? We agree that there were holes. But to say it couldn't be shown and fixed to us is boggling.

The Landlord said:

> It was not meant to be a discount. The contractors were not readily available, unless I wanted to pay $5,000.00. I wasn't sure I was going to get reimbursed. I just wanted to get the best possible price. Of course, I'm not going to charge for January; it's not reasonable.

Analysis

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

Before the Parties testified, I advised them of how I would analyse the evidence presented to me. I said a party who applies for compensation against another party has the burden of proving their claim on a balance of probabilities. Policy Guideline 16 ("PG #16"), sets out a four-part test that an applicant must prove in establishing a monetary claim. In this case, the Landlord must prove:

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

"Test"

Section 32 of the Act requires a tenant to make repairs for damage that is caused by the action or neglect of the tenant, other persons the tenant permits on the property or the tenant's pets. Section 37 requires a tenant to leave the rental unit undamaged.

However, sections 32 and 37 also provide that reasonable wear and tear is not damage and that a tenant may not be held responsible for repairing or replacing items that have suffered reasonable wear and tear.

Policy Guideline #1 ("PG #1") helps interpret these sections of the Act:

> The tenant is also generally required to pay for repairs where damages are caused, either deliberately or as a result of neglect, by the tenant or his or her guest. The tenant is not responsible for reasonable wear and tear to the rental unit or site (the premises), or for cleaning to bring the premises to a higher

> standard than that set out in the *Residential Tenancy Act* or *Manufactured Home Park Tenancy Act* (the Legislation).
>
> Reasonable wear and tear refer to natural deterioration that occurs due to aging and other natural forces, where the tenant has used the premises in a reasonable fashion. An arbitrator may determine whether or not repairs or maintenance are required due to reasonable wear and tear or due to deliberate damage or neglect by the tenant. An arbitrator may also determine whether or not the condition of premises meets reasonable health, cleanliness and sanitary standards, which are not necessarily the standards of the arbitrator, the landlord or the tenant.
>
> [emphasis added]

As set out in PG #16, "the purpose of compensation is to put the person who suffered the damage or loss in the same position as if the damage or loss had not occurred. It is up to the party claiming compensation to provide evidence to establish that compensation is due."

#1 Contractor's Repairs and Front Door Re-Keying → $1,291.73

I find there are two issues to resolve in this case, the re-keying of the front door and the contractor's repairs. In terms of the keys, the Tenants disputed that the Landlords' agents were unable to lock the rental unit door with the Landlords' original keys after the move-out condition inspection. However, it was not just the Landlord's agents who were unable to unlock the rental unit with the Landlords' keys, but the Landlord was unable to open the rental unit, himself, when he returned from the U.K.

I have this evidence along with the Tenants' denial that they changed the rental unit door lock. Based on this evidence, I find that it is more likely than not that the Tenants did change the locks, otherwise the Landlords and their agents should have been able to lock the rental unit door with the Landlords' spare keys. Accordingly, I find that the Tenants are liable to pay the Landlord for recovery of this cost.

The amount billed for rekeying the front door was not specifically set out in the contractor's invoice. As a result, I cannot award the Landlord a specific amount for this claim, but I will consider it in terms of this overall matter.

In terms of the repairs, I find the Tenants acknowledged that there were “large holes” left in the walls from such things as “anchoring shelves”. However, while the Landlord said that there were 35 holes in the walls, I find from the Landlords’ numerous photographs that most of these holes were small and could reasonably be considered as normal wear and tear. I find that approximately 60% of the holes identified in the Landlords’ photographs are insignificant enough to count as normal wear and tear.

Accordingly, I find that the Landlords are eligible for recovery of 40% of the repair cost they felt was necessary at the end of the tenancy. However, in lieu of having awarded recovery of the cost of re-keying the rental unit, I will add another 10% of this cost for the Landlords’ recovery of re-keying the rental unit. The total for this work from the contractor’s invoice was $1,291.50, times fifty percent equals **$645.87**, which I award to the Landlord from the Tenants, pursuant to section 67 of the Act.

#2 Paint Costs → $275.24

I find that due to the number and size of holes in the rental unit at the end of the tenancy, that the Landlord was entitled to claim the cost of repainting the unit. I also find that the Landlord did was reasonable in the circumstances to minimize the cost in this regard. When the Landlord heard what the contractor was going to charge for paint, the Landlord found a less expensive source. Based on the evidence before me overall, I find that the Landlord has proven this claim on a balance of probabilities. I award the Landlord with recovery of **$275.24** from the Tenants, pursuant to section 67 of the Act.

#3 Shower Curtain Rod Replacement, $44.66

I find it telling that this item was not indicated on the move-in or move-out CIR, as having been caused during the tenancy. Further, the Landlord’s submission identified as a video of the shower curtain rod, was actually a video of the towel bar, not the curtain rod.

I find that the Landlord has not provided sufficient evidence that the Tenants are responsible for this claim and I dismiss it without leave to reapply.

#4 Key Fobs – 1 damaged, 1 missing → $225.00

Given that the Tenants due not dispute the Landlord’s claim in this matter, I award the Landlord with recovery of **$225.00** for this claim, pursuant to section 67 of the Act.

#5 Electrician – Remove Unauthorized Light Fixture → $50.00

Again, as the Tenants did not dispute this item, I award the Landlord with **$50.00** for this claim, pursuant to section 67 of the Act.

#6 REPAIRS → $150 for closet shelf, towel bar, hardwood flooring chip

Closet Shelf:

This item was not noted on the CIR; however, the Tenants acknowledged it as a problem they had brought up to the Landlord during prior inspections. The Tenants did not indicate that it was this way at the start of their tenancy; therefore, I find that it occurred during the tenancy. I find that a shelf hinge coming away from the drywall is more than normal wear and tear, and therefore, that the Tenants are responsible for the Landlord's cost to repair this item. I will consider it as a part of this $150.00 claim, although, the Landlord has not identified the specific cost of this repair.

Towel Bar:

Based on the evidence before me overall, I find that the Landlord has not proven that this matter is more than normal wear and tear. I find from the Landlord's video of this item that it was jiggling a little when shaking, but that it was not "coming away from the drywall" as suggested by the Landlord. Further, it was not indicated in the CIR as being a problem item. Accordingly, I dismiss this item without leave to reapply.

Floor Chip:

As noted above, PG #1 states that: "reasonable wear and tear refer to natural deterioration that occurs due to aging and other natural forces, where a tenant has used the premises in a reasonable fashion. An arbitrator may determine whether or not repairs or maintenance are required due to reasonable wear and tear or due to deliberate damage or neglect by the tenant."

I find that the Tenants used the room in question as an office, though I note from the photographs that it is a very small space. I find that this use is an example of a tenant using the premises in a reasonable fashion. I find that the Landlord's photograph of the floor chip does not give much context, but based on that photograph, I find that the size of the chip in the flooring is relatively small. I find that the Landlord has not provided sufficient evidence to support a finding that the Tenants deliberately damaged the floor

or did so through neglect. Rather, I find that this damage is the result of reasonable use of the room and is normal wear and tear. As such, I dismiss this claim without leave to reapply.

The Landlord did not submit a breakdown of the how much of the $150.00 claimed is attributable to each of the three items noted above. As such, I will divide the amount in three and award the Landlord recovery of **$50.00** for the first item, as it was the only one on which I found the Landlord had provided sufficient evidence to prove his position on a balance of probabilities. This award is made pursuant to section 67 of the Act.

#7 Loss of rent in February and for March 2020 → $1995 per month

The Landlord has stated that he could not show the rental unit while the Tenants were still living there, because it would "show better empty." The Landlord also said that the rental unit was "unshowable" without the repairs having first been done. I find that these bars to advertising the rental unit earlier were choices the Landlord made in order to get the best rental rate possible. However, without even trying to rent the unit, I find that these conclusions were merely speculation; the Landlord did not say how he knew this was true. The Landlord could have started advertising the rental unit in December 2019, even if the possession date was not until February or March 2020. He could have advised prospective tenants that the damage would be repaired prior to the tenancy starting.

I further find I agree with the Tenants, that the Landlord did not provide sufficient evidence to support the implication that every flaw, every bit of wear and tear had to be repaired. As noted in PG #1 above:

> An arbitrator may also determine whether or not the condition of premises meets reasonable health, cleanliness and sanitary standards, <u>which are not necessarily the standards of the arbitrator, the landlord or the tenant</u>.
>
> [emphasis added]

The Landlord submitted five videos of the rental unit prior to the tenancy starting, but he did not submit one after the end of the tenancy. Such a post-tenancy video did not have to be taken on the night of the move-out condition inspection, if it was too late or dark to record. It could have been taken the next day by the Landlord's friends or by the Landlord when he returned from U.K., as long as no one had entered the rental unit in the meantime.

I find that the Landlord has not provided sufficient evidence to prove on a balance of probabilities that the rental unit was "unshowable" during or at the end of the tenancy. I find the Landlord did not take steps to minimize the cost he incurred in finding new tenants. Further, I find that the Landlord did not provide sufficient evidence to prove that there was sufficient damage to repair that it would reasonably take three months to complete. I acknowledge that the Landlord was at the mercy of the contractor's schedule; however, this was the cost the Landlord was willing to pay in order to have his chosen contractor.

Given that I have found that it was the Landlord's choice to delay showing the rental unit and his choice of contractors that led to the delay in re-renting the unit, I dismiss this aspect of the Landlords' claims without leave to reapply.

Summary and Set Off

	Receipt/Estimate From	**For**	**Amount Awarded**
1	Contractor	Repair condo & re-key front door lock	**$645.87**
2		Total paint cost for repairs	**$275.24**
3		Shower curtain replacement	**$0.00**
4		Replace 1 damaged, 1 missing key fob	**$225.00**
5	Electrician	Remove unauthorized light fixture	**$50.00**
6	Estimated	Repair cost for closet shelf, towel bar handle & hardware	**$50.00**
		Renovation Sub-total	**$1,246.11**
7	Loss of Rent	February and March 2020	$0.00
		Less Tenant's security deposit	($997.00)
		Total monetary order claim	**$249.11**

I also award the Landlord with recovery of the **$100.00** Application filing fee, pursuant to section 72 of the Act.

I find that this claim meets the criteria under section 72(2)(b) of the Act to be offset against the Tenant's security deposit of $997.00 in partial satisfaction of the Landlord's monetary claim.

The Landlords are awarded $1,346.11 from the Tenants, including recovery of the $100.00 Application filing fee, pursuant to sections 67 and 72 of the Act. The Landlords are authorized to retain the Tenants' security deposit in partial payment of the monetary award. The Landlords are granted a monetary order in the amount of **$349.11**.

Conclusion

The Landlords are partially successful in their claim for compensation from the Tenants. The Landlords are awarded $1,246.11, plus recovery of the $100.00 Application filing fee. The Landlords did not provide sufficient evidence on a balance of probabilities for the rest of their claims.

The Landlords are authorized to retain the Tenants $997.00 security deposit in partial satisfaction of the monetary award. The Landlords are awarded a monetary order in the amount of **$349.11** for the remainder the Tenants owe the Landlords of the monetary award.

This Order must be served on the Tenants by the Landlords 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: September 2, 2020

Residential Tenancy Branch