Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

CORRECTED DECISION

Dispute Codes MNDCL-S, MNDL-S, MNRL-S, 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 damage or compensation for damage under the Act in the amount of $14,857.15, retaining the security deposit for this claim; and to recover the $100.00 cost of her Application filing fee.

The Tenants and the Landlord 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 Landlord 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 confirmed their email addresses in the hearing, as well as confirming their understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

At the outset of the hearing, I advised the Parties 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

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

Background and Evidence

The Parties agreed that the fixed term tenancy began on September 15, 2018, running to September 14, 2019, with an additional 24-month fixed term tenancy from September 15, 2019 to September 14, 2021. The Parties agreed that the Tenants paid the Landlord a monthly rent of $3,300.00, due on the fifteenth day of each month. The Parties agreed that the Tenants paid the Landlord a security deposit of $1,500.00 and a pet damage deposit of $1,500.00, which the Landlord had retained for this Application.

The Parties agreed that the Tenants vacated the rental unit on May 31, 2020, and gave the Landlord's representative their forwarding address at the move-out condition inspection on May 31, 2020. The Landlord submitted the execution section of the move-out condition inspection report ("CIR"), but not the whole report. She indicated that she relied on photographs taken prior to the tenancy, compared to photographs taken at the end of the tenancy for her claims.

The Tenants said that on March 3, 2020, they gave the Landlord their notice of the end of the tenancy for two reasons. The Tenants said they moved out of the rental unit because (i) they were expecting a second child and needed more space; and (ii) the Tenant had another job that was too far away from the residential property. The Tenant also said: "We couldn't sleep on same floor as our kids."

The Landlord submitted a monetary order worksheet with the following claims:

	Receipt/Estimate From	For	Amount
1	Rental Agreement	Rent for June and July, 2020	$6,600.00
2	Rental Agreement	Future rent	$4,725.00
3	[International furniture retailer]	Armoire	$223.00
4	[Lawn care company]	Lawn replacement	$2,100.00
5	[Architect/Repairer]	Expenses	$546.65

6	[Architect/Repairer]	Work Invoice	$662.50
		Total monetary order claim	$14,857.15

#1 RENT FOR JUNE AND JULY → $6,600.00

The Landlord said that the residential property was vacant for the months for which she claims, and she said: “Contractually, I expect the amount of the rent, because there was a contract until September 2021.”

The Landlord continued:

> The Tenants advised me that they were going to break the lease and move out. I said that it’s difficult for me to re-rent this house, entering the pandemic. We had just re-signed an extension to the lease. I’m not in favour of this breach. I’m not able to dedicate a lot of time to it, because I have a teaching job.
>
> In the beginning, the Tenants asked to advertise the unit, which they did for a while. It’s all in the documents. It was shown a couple times, but no applications resulted. The Tenants wanted to change the terms of the lease to extend it to a longer period. The lease was written to coincide with my contract in Europe. They wanted to have a longer lease.
>
> They started to advertise the house in April or May, but the Tenant had done some market research and felt it would be simple to have this house re-rented. I knew the market had come down, and with the pandemic, that it would be challenging to rent the house.
>
> There were no applications, so they wanted to change the terms of the lease [to attract more interest], so we had to rescind the authorization, because it has to be to the term. From that point on I took over the advertising. There are pages and pages of documents in the package. I also asked the tenants if I could advertise at a price under $3,300.00. They did not consent to advertise for anything under $3,300.00, so I advertised it at the full price, and I didn’t get any tenants. There was lots of interest to occupy it for less money, like $1,100.00, and one was for $2,200.00 and $2,500.00. The tenants moved out, and I now have offers of $2,500.00, and I need to ask you because that leaves you with a shortfall. . .. They said, ‘we don’t care what you rent it for, we’re not paying

anything.' I lowered the price by 10% to $2,970.00 – I did find a tenant who took the house as of August 1 for $2,950.00.

The Tenant said:

First, we paid until June 15, though she's claiming for all of June. With our three months' notice in March, we paid until mid-June. We gave notice on March 3, before the pandemic and before the state of emergency was declared. It was not an issue of renting when we gave notice. We gave 3½ months' notice and wanted to advertise it, which we did on [social media] and in [an online] list. We had a lot of response. We showed it online and in person. It was not great during the pandemic. We had 12 tours of the house before she said no.

She wanted to advertise at $3385.00. Her comment was did we wanted to change the terms. It's not necessary to list it as a 15-month lease. I just suggested that she advertise it at 24 months. I wasn't insisting - just saying that 15 months is an odd lease. We didn't list it at the higher rate, because the rates haven't increased.

We had a lot of success re responses particularly [social media] market place. When she did list it, 3 days after she rescinded our authority to list, she missed the weekend of May 2 and 3. She listed an address of the community centre. I made suggestions along the way to what might help. We did every reasonable measure to minimize the damage or loss of rent, but we understood that this was in the best interest of everybody. But when she rescinded our authority, it was out of our hands.

The Landlord said:

[The Tenants] didn't pay to June 15, they made a partial payment in May. I have an email saying he cancelled the cheque and sent a new one. While it's not in evidence, they sent me a cheque on May 12, for a total of $1,703.23.

#2 FUTURE RENT → $4,725.00

The Landlord said:

There was 15 months left when the tenants vacated the property and left. This represents the difference between their lease of $3,300.00 and the re-rental

value of $2,950.00.

I note that the difference between the Tenants' rent and the new tenant's rent is $350.00; however, the Landlord has calculated the amount owing as a monthly difference of $315.00. Accordingly, I have adjusted my analysis on this basis.

#3 ARMOIRE → $223.00

The Landlord said: "The armoire was in the bedroom and it's no longer there."

When I asked if the Landlord obtained the same piece of furniture, she said: "I have not purchased an armoire, but it was mine and it is gone. I have not replaced it."

The Tenant said:

> The house was rented unfurnished. There were a number of personal effects. We were supposed to have storage space – see 2.10 – a little room in the garage. We didn't need [the armoire], so we got rid of it. All of these expenses they tell has a history to pass costs on to us, like branches on the power line, that are not the responsibility of the tenant. She breached the 24-hour notice rule, and we're seeing the same pattern. The $2,100.00 cost to replace the lawn . . . all of these costs, like the shower and the toilet, they are unnecessary expenses that we shouldn't have pay.

The Landlord replied: "I would like to comment on the other accusations; I think they're highly inappropriate. I have a long list of breaches of the Tenants. I don't pay for unnecessary service calls by these Tenants."

#4 LAWN REPLACEMENT → $2,100.00

The Landlord said:

> First, I had not been to the house, but when it became obvious that they were going to leave, and the condition of back lawn, I was shocked. I'm a keen gardener, and the yard and the garden are a big asset. There were then huge empty patches . . . a problem trying to re-rent the house. I asked my representative to go and take a look, but the Tenants refused. My representative would not have endangered anyone. My tenants chased him away. My representative went there to take a look at the extent of the damage. The

Tenants forbid him access, and we had given proper 24-hours notice to access the outdoor space. My representative went anyway, and my Tenants were threatening him, and so he was chased off the property. I found this to be highly uncooperative. So I decided to get some professionals. I sent two gardeners and they said different things. One said they could patch seed it and top soil. The other said write-off the back, but only replacing the entire lawn. So I asked the second professional.

Two, he said, yes, patch-seeding could be done, but it would take a long time before it could be used. The ultimate outcome would be patchy and uneven. The one who did the lawn replacement - it is someone I have used before – a reputable company, and their professional opinion was to replace the lawn, which would be ready for [new] tenants to use right away. So that's what I chose to do. I replaced it on June 17, the first available date.

The Tenant said:

Again, it's not relevant, maybe, but I never chased anyone off the property. We have crime in the neighbourhood, and we saw someone peeking over the fence. I went up to the car to see who it was. I certainly didn't chase anyone off the property, but we are quite conscious of crime. We knew he was going to pick up mail around the front, but they never said he was going to come around to the back. We also have a dog, and we had to make sure the dog wasn't out there.

Regarding the new lawn, the Tenant said:

The first rep said it's normal wear and tear; and there was plenty of time to re-seed from when we gave Notice in March. We offered to re-seed it our self at our own expense. The $2,100.00 is unnecessary. Re-seeding with plenty of time for the grass to grow would have been sufficient.

The Landlord said:

To be clear, I wanted to send my representative to take a look. They declined him access. They were well aware that he was coming. I had two professionals attend, and one recommended re-seeding.

To review the condition of the lawn . . . clearly, it was a simple request to review extensive damage. They only offered to re-seed it to May 31. That's not an

attractive proposition for me, and I wanted to have it professionally done.

The tenancy agreement has an addendum, which was signed by the Parties that includes the following:

> 3. The Tenants agree to care and maintain the yard, boulevard and garden to a good neighbourhood standard.
> **. . .**
> 8. The move-in condition inspection will be done with the Owner's Representative through photographs which document the condition of the house and furniture at move-in.

The Landlord submitted photographs of the backyard at the start of the tenancy and one at the end of the tenancy. The description of the first photograph is accurate: "Condition of backyard originally – uniform healthy lawn, no patches." There is no such description of the second photograph, although, I agree that there are bare patches throughout.

#5 [P.M., Architect/Repairer] EXPENSES → $546.65

[P.M.] is an architect, and on my behalf handles some of the small repairs we needed at the changeover and showings, and he took care of watering the new lawn. No new tenants to water the lawn, which was paramount for its success.

He did numerous little tasks for me. I included two invoices – locksmith for breaching the house. We did not change the number combination lock, but rekeyed the rest of the house. And damage in the house – some changes - lights taken out in the kitchen, some miscellaneous pieces missing or needing replacement in the washroom. These were changeover costs between tenants.

One invoice is the materials and the other is invoice for his time. I submitted these on July 15. I had secured new tenants with possession on August 1, but they said they would take over lawn watering in July.

The first invoice from a locksmith company contains the following items:

Description	Price	Unit	Amount
Rekey front door deadbolt	100.00	1	100.00
Rekey locks	35.00	3	35.00

Supply keys	4.00	12	48.00
Supply keys	5.00	4	20.00
	GST		10.15
	PST		4.76
	TOTAL		217.91

The Tenant said:

> We had a move out inspection with the Landlord's rep. Many of these costs continue the pattern of levying the costs on us. Tub tap… toilet was working… these were all surprises to us. The locksmith checking code… we left two keys. There's no need to check the lock and rekey it. These weren't in the condition inspection report. Attend locksmith, check lock, buy lock. We gave two full sets of keys – yet more costs are being piled on top. A lot of these things weren't relevant to us. Like the tub change. The Landlord can do upgrades, but we shouldn't be paying for that.

The Landlord said:

> These are all real expenses. The cost of all this work that has been done is exceptionally low. [P.M.] has been engaged in this work for an extensive amount of time at $25.00 per hour.
>
> My tenants lost the combination to the combination locks, so we had to recode it. He was able to reprogram the lock and he returned the new lock. You are paying for the standard breaching of the house and my representative's time there. The house was left in very bad condition.

The Tenant said:

> Re the lock she's referring to - we gave her the code. It doesn't require any extra expense and buying a new lock. We did provide the new code and gave her instructions on how to change the lock per figure 1.02 of our evidence.

The Landlord clarified: "There's the combination that actually opens the door; what was missing was the pin code to recode the lock."

The Tenant referred to his figure 1.02, which shows where to find the different codes/PINs on the lock. He said: "You can use a screwdriver – it shows from the

website that you just take the cap off the lock to find the codes."

The Landlord said: "The list speaks for itself."

The Landlord submitted a list entitled "Expense Report" from the Architect/Repairer, which provides the following costs the Landlord attributes to the Tenants, which includes the following:

Date	Category	Description	Notes	Amount
June 1	Locksmith	Rekey all upstairs locks, check code lock		$217.91
June 5	Mirror	Large mirror		$66.08
June 7	Screws	For mirror		$7.46
June 6	Curtain & rings	For shower		$44.00
June 11	WC flap & chain	For toilet		$11.20
June 11	Bath fitting	For tub tap		$28.00
June 18	Garden hose	50' hose		$67.50
June 23	Toggle switch and cover plate	Light switch		$6.50
June 1 - 28	Mileage [listed]	196 km	50 cents/km	$98.00
			TOTAL	**$546.65**

#6 [Architect/Repairer] – WORK INVOICE → $662.50

The Landlord submitted the invoice from the locksmith twice and the Expense Report twice; however, I have not found a copy of the "work invoice" for this amount in the Landlord's submissions. However, the Landlord said that the Architect/Repairer billed at $25.00 per hour. This would mean that he worked approximately 26.5 hours on the rental unit, although, there is no record of the specific hours per task.

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 let them know how I would be analyzing the evidence presented to me. I said that 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 Applicant must prove:

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

("Test")

Rule 6.6 sets out that the person making the claim bears the onus of proving their case on a balance of probabilities. In order to do so, a claimant must present sufficient evidence at the hearing to support their claim, meeting this standard of proof.

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 RENT FOR JUNE AND JULY → $6,600.00

The essence of this matter is that the Parties had a fixed term tenancy agreement that ran until September 2021. However, the Tenants ended the tenancy as of June 15, 2020. The Landlord found new tenants starting on August 1, 2020, but she claims that the Tenants owe her rent for June and July 2020. The Landlord did not agree that the Tenants had paid any rent in June 2020, while they say they paid for half of June.

Section 45 of the Act sets out a tenant's obligations regarding giving notice to end a tenancy. Section 45(2) of the Act deals with ending a fixed term tenancy, as follows:

> **45** (2) A tenant may end a fixed term tenancy by giving the landlord notice to end the tenancy effective on a date that
>
> > (a) is not earlier than one month after the date the landlord receives the notice,

(b) is not earlier than the date specified in the tenancy agreement as the end of the tenancy, and

(c) is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

. . .

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

[emphasis added]

Policy Guideline 30 ("PG #30") states:

C. ENDING A FIXED TERM TENANCY

During the fixed term neither the landlord nor the tenant may end the tenancy except for cause or by agreement of both parties, or under section F below (Early Termination for Family or Household Violence or Long-Term Care).

. . .

A tenant may not use the one month notice provisions of the Legislation to end the tenancy prior to the end of the fixed term except for breach of a material term by the landlord or under section F below (Early Termination for Family or Household Violence or Long-Term Care). Any other one month notice will take effect not sooner than the end of the fixed term.

A tenant who wants to end the tenancy at the end of the fixed term, must give one month's written notice. For example, if the fixed term expires on June 30th, the tenant must ensure the landlord receives the tenant's notice to end the tenancy by May 31st.

Based on section 45 of the Act, as interpreted by PG #30, I find that the Tenants are responsible for paying the Landlord the amount of rent due under the tenancy agreement, until the time at which the Landlord re-rented the premises. As such, I find that the Tenants are responsible for paying the Landlord full rent until July 31, 2020.

I find that the Parties agreement that the Tenants sent the Landlord "…a cheque on May 12, for a total of $1,703.23," is evidence that the Tenants paid the Landlord for half of the rent for June 2020. The Landlord did not direct me to other evidence that proves the contrary, and the burden of proof is on the Landlord to prove her case on a balance of probabilities. Based on the evidence before me, I find that the Tenants owe the Landlord a month and a half rent for the rental unit from June 15, 2020, until it was re-

rented on August 1, 2020. I, therefore, award the Landlord with a month and a half of rent or **$4,950.00** for this period, pursuant to section 67 of the Act.

#2 FUTURE RENT → $4,725.00

The Tenants had a fixed-term lease with the Landlord until September 2021. However, I have already awarded the Landlord recovery of rent for June and July 2020, therefore, we're talking about liability for 13 months from August 2020 through September 2021.

I find that the Parties made reasonable efforts to re-rent the rental unit at the full price to which the Tenants were committed; however, it turned out that the rental market for this type of residential property was not as high as it had been when the Parties agreed to a monthly rent of $3,300.00. The Landlord would not be in this situation, but for the cancellation of the lease; accordingly, I find that the Landlord is eligible for recovery of the difference between what the new tenant pays: $2,950.00, and what the Tenants agreed to pay for the duration of the lease.

I, therefore, award the Landlord with recovery of 13 months of $350.00 per month or **$4,550.00**.

#3 ARMOIRE → $223.00

There is a general legal principle that places the burden of proving a loss on the person who claims compensation for the loss. I find that the Landlord suffered a loss as a result of the armoire having been disposed of by the Tenants; however, I find that the Landlord has not proven the value of the loss here, and therefore, this claim fails.

The Landlord's claim is an estimate of the damage she said she incurred in this matter. Without a receipt for the cost of having replaced the armoire, I find the Landlord has failed to provide sufficient evidence to establish an objective value for the loss she claimed in the case of an estimate. The Landlord relied on an estimated amount, without providing evidence of the cost incurred in this instance. I therefore dismiss this claim without leave to reapply.

#4 LAWN REPLACEMENT → $2,100.00

The Landlord said that there were "huge empty patches" in the yard, which she illustrated with photographs of the yard before and after the tenancy.

Policy Guideline #1, “Landlord & Tenant – Responsibility for Residential Premises” states the following about property maintenance responsibilities:

> **PROPERTY MAINTENANCE**
>
> 1. The tenant must obtain the consent of the landlord prior to changing the landscaping on the residential property, including digging a garden, where no garden previously existed.
>
> 2. Unless there is an agreement to the contrary, where the tenant has changed the landscaping, he or she must return the garden to its original condition when they vacate.
>
> 3. 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.
>
> 4. Generally the tenant living in a townhouse or multi-family dwelling who has exclusive use of the yard is responsible for routine yard maintenance, which includes cutting grass, clearing snow.
>
> 5. The landlord is generally responsible for major projects, such as tree cutting, pruning and insect control.
>
> 6. The landlord is responsible for cutting grass, shovelling snow and weeding flower beds and gardens of multi-unit residential complexes and common areas of manufactured home parks.
>
> [emphases added]

A clause in the addendum to the Parties’ tenancy agreement states:

> 3. The Tenants agree to care and maintain the yard, boulevard and garden to a good neighbourhood standard.

I find this clause to be vague in terms of expressing the Landlord’s expectations of the Tenants’ responsibilities in this regard. Further, I find that the condition of the lawn – whether to seed or sod it – is more in line with a major project, for which landlords are responsible.

However, based on PG #1, I find that it would have been reasonable to expect that the Tenants would have watered the lawn, within the local municipality’s watering restrictions and otherwise maintained it. However, the lawn is not brown from

underwatering, but is green in patches. It is not clear what caused this condition, although I find that it goes beyond normal wear and tear.

While the Landlord's two gardening consultants recommended different options, I find that the Landlord chose the most expensive option to replace the grass, rather than mitigate the cost or damage she incurred.

I find that the Landlord is owed some compensation for the condition of the yard; however, I find that without any mitigation of the loss, that the Landlord is entitled to only nominal compensation, pursuant to PG #16. I, therefore, award the Landlord with recovery of 20% of the amount she seeks or **$420.00**, pursuant to section 67 of the Act.

#5 [[P.M.] Architect/Repairer] EXPENSES → $546.65

Section 32 of the Act requires tenants to repair damage caused by their action or neglect, or the actions of other persons or pets the tenant permits on the property. Section 37 requires tenants to leave the rental unit undamaged; however, sections 32 and 37 also provide that reasonable wear and tear is not damage pursuant to the Act, and that a Tenant may not be held responsible for repairing or replacing items that have suffered reasonable wear and tear.

Parties must complete a CIR, as landlords need evidence to establish that the damage occurred as a result of the tenancy. If there is damage, a landlord may make a claim for damage, but without a CIR, a landlord may not claim against the security deposit. However, if there is a preponderance of proof that the damage occurred during the tenancy, e.g. videos of the start and the end of the tenancy, an arbitrator can still award compensation, even if there is no CIR.

It appears that the Landlord arranged to have a CIR completed at the start and the end of the tenancy; however, the Landlord submitted only a small portion of the CIR; therefore, I am unable to compare the condition of the premises at the start and end of the tenancy. The Landlord provided some photographs as supplementary evidence to the CIR; however, other than the photos of the back yard, I find that the photographs are insufficient to support the Landlord's claims in this matter, as they are general photos of some rooms in the rental unit, but without close-ups of damage.

Section 25 of the Act states:

> **Rekeying locks for new tenants**

25 (1) At the request of a tenant at the start of a new tenancy, the landlord must

(a) rekey or otherwise alter the locks so that keys or other means of access given to the previous tenant do not give access to the rental unit, and

(b) pay all costs associated with the changes under paragraph (a).

(2) If the landlord already complied with subsection (1) (a) and (b) at the end of the previous tenancy, the landlord need not do so again.

Section 5 of the *Residential Tenancy Act* Regulation states:

Prohibited fees

5 (2) A landlord must not charge a fee for replacement keys or other access devices if the replacement is required because the landlord changed the locks or other means of access.

As such, I find that the rekeying of the rental unit is the responsibility of the Landlord, not the Tenant; therefore, I dismiss the Landlord's claim for replacing and/or rekeying the locks.

I note the fact that the Landlord found it reasonable to charge the Tenant for 16 new keys to the rental unit – **sixteen**. I find this is indicative of a landlord who is trying to take advantage of the situation, which I find to be discreditable.

Without a CIR showing the condition of the rental unit at the start of the tenancy or clear and clearly labelled photographs of the damage to the items on the list for this category, I find that the Landlord has not provided sufficient evidence to support her claim in this regard. I, therefore, dismiss the rest of the items on this claim without leave to reapply.

#6 [Architect/Repairer] – WORK INVOICE → $662.50

As noted above, the it appears the Landlord failed to submit a copy of this invoice, and as a result, I find that there is insufficient evidence before me to consider this matter. As such, I dismiss this claim without leave to reapply.

Summary and Set Off

I find that this claim meets the criteria under section 72(2)(b) of the Act to be offset against the Tenant's security and pet damage deposits of $3,000.00 in partial

satisfaction of the Landlord's monetary claim.

The Landlord has proven her eligibility for compensation for the following items.

	Receipt/Estimate From	For	Amount
1	Rental Agreement	Rent for June & July, 2020	$4,950.00
2	Rental Agreement	Future rent	$4,550.00
3	[International retailer]	Armoire	$0.00
4	[Lawn care company]	Lawn replacement	$420.00
5	[Architect/Repairer]	Expenses	$0.00
6	[Architect/Repairer]	Work Invoice	$0.00
		Sub-total	**$9,920.00**
		Less Security and Pet Damage Deposits	($3,000.00)
		Total monetary award	**$6,920.00**

I find that the Landlord is successful in her Application in the amount of $9,920.00. Given her success, I also award the Landlord with recovery of her $100.00 Application filing fee for a total Monetary Order after set-off of **$7,020.00**.

Conclusion

The Landlord is successful in her Application in the amount of $9,920.00; the Landlord's other claims are dismissed without leave to reapply, as the Landlord did not provide sufficient evidence to prove the other claims on a balance of probabilities.

The Landlord is authorized to retain the Tenants' security and pet damage deposits of $3,000.00 in partial satisfaction of this award. I grant the Landlord a Monetary Order under section 67 of the Act from the Tenants in the amount of **$7,020.00** for the remainder of the award owing to the Landlord from the Tenants.

This Order must be served on the Tenants by the Landlord 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: October ~~01~~ 27, 2020

Residential Tenancy Branch