Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL-S, MNDL-S, FFL

Introduction

This hearing dealt with an Application for Dispute Resolution (the Application) filed by the Landlord under the Residential Tenancy Act (the Act), seeking:

- Compensation for monetary loss or other money owed;
- Compensation for damage to the rental unit;
- Recovery of the filing fee; and
- Authorization to withhold the security deposit for money owed.

The hearing was originally convened by telephone conference call on July 16, 2020, and a Decision and Monetary Order were issued by the original Arbitrator on July 21, 2020. The Tenants subsequently applied for a Review Consideration pursuant to section 79 of the Act and a review hearing was granted on the basis that they were unable to attend the original hearing due to reasons beyond their control which could not be anticipated. The review hearing was convened before me by telephone conference call on September 11, 2020, and was attended by the Landlord and the Landlord's spouse, the Tenants, the Tenant's son and the Tenant's daughter, who also acted as the interpreter and agent for the Tenants during the hearing. All testimony provided was affirmed.

Although the Landlord stated that they were not served with the Notice of the time and date of the reconvened hearing, a copy of the Review Consideration Decision, or the Tenants' current address for service, within the required timelines set out in the Review Consideration Decision, they acknowledged receipt and agreed to proceed. As a result, the hearing proceeded as scheduled.

The hearing was subsequently adjourned due to time constraints and an Interim Decision was issued by me on September 11, 2020. A copy of the Interim Decision and

the Notice of Hearing was sent to each party by the Residential Tenancy Branch (the Branch) at the email addresses provided for this purpose during the review hearing. For the sake of brevity, I will not repeat here all of the matters covered in the Interim decision and as a result, it should be read in conjunction with this decision.

The hearing was reconvened by telephone conference call on November 3, 2020, at 9:30 A.M. and was attended by the Landlord, the Landlord's Spouse, the Tenants, and the Tenant's daughter, who also acted as the interpreter and agent for the Tenants during the hearing. All testimony provided was affirmed. The parties were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

Although I have reviewed all evidence and testimony before me that was accepted for consideration in this matter in accordance with the Rules of Procedure, I refer only to the relevant and determinative facts, evidence and issues in this decision.

At the request of the parties, copies of the decision and any orders issued in their favor will be emailed to them at the email addresses provided in the hearing.

Preliminary Matters

Preliminary Matter #1

Although the Landlord acknowledged receipt of the Tenant's documentary evidence in person on August 25, 2020, there was a dispute between the parties regarding when the Tenants received the Landlord's documentary evidence. The Landlord testified that it was served on the Tenants in person on August 23, 2020. However, the Tenants stated it was not served until August 25, 2020. As documentary evidence submitted by the Tenants for my consideration says that the Landlord's documentary evidence was received by them on August 23, 2020, which is the date the Landlord testified it was served during the hearing, I accept this as fact and find that the Tenants were therefore served with the Landlords documentary evidence on August 23, 2020.

Preliminary Matter #2

In their documentary evidence the Tenants indicated that the Landlord's documentary evidence was not received until August 23, 2020, and stated that many of the pictures were dark. As a result, they requested that I consider whether to admit the Landlord's documentary evidence for consideration. In the originally scheduled review hearing the

Tenants and the Agent stated that they wished the Landlords documentary evidence to be excluded for the above noted reasons and because they felt it was not accurate.

I find that the Tenants arguments relate more to the accuracy and reliability of the Landlord's documentary evidence than a reason for which it should be excluded from consideration under the Act, the Rules of Procedure, or the principles of administrative fairness and natural justice, such as a failure on the part of the Landlord to serve them with copies of this evidence. As the Landlord's documentary evidence was served on the Tenants at least 14 days prior to the review hearing as required by section 3.14 of the Rules of Procedure, I therefore accept it for consideration in this matter. The Tenants and their agents were provided with an opportunity to present their arguments regarding its accuracy and validity during the hearing, which I have considered when weighing the documents before me and rendering this decision.

As the Landlord acknowledged receipt of the Tenants' documentary evidence and raised no concerns regarding the acceptance or consideration of this evidence by me, I have accepted it for consideration.

Preliminary Matter #3

During the review hearing on September 11, 2020, the Landlord stated that the strata corporation never charged them for the Tenants' move-out and as a result, they withdrew their request for reimbursement of a $50.00 move-out fee. The Application was amended accordingly.

Issue(s) to be Decided

Is the Landlord entitled to compensation for monetary loss or other money owed?

Is the Landlord entitled to compensation for damage to the rental unit?

Is the Landlord entitled to recovery of the filing fee?

Is the landlord entitled to withhold the security deposit for money owed?

Background and Evidence

The parties agreed that the tenancy ended on March 1, 2020, and that rent at the end of the tenancy was $1,256.00 per month. The tenancy agreement in the documentary

evidence before me indicates that the one year fixed term tenancy commenced on March 21, 2020, that the fixed term ended April 1, 2018, after which point the tenancy became month to month, and that a security deposit in the amount of $575.00 was paid. During the hearing the parties agreed that these were the correct terms for the tenancy agreement, with the exception of the start date, which was actually March 22, 2017, and that the Landlord still holds the $575.00 security deposit. The parties were also in agreement that the rental unit had been significantly renovated just prior to the start of the tenancy, and as a result, the rental unit was in “new condition” at the start of the tenancy.

Although the parties agreed that no move-in condition inspection or report were completed at the start of the tenancy, they disagreed about whether a move-out condition inspection or report were completed at the end of the tenancy. The Landlord stated that a move-out condition inspection was completed with the Tenants on March 1, 2020, but that the Tenants had refused to sign the condition inspection report. As a result, the Landlord stated that they did not submit the condition inspection report for my consideration. The Tenants disputed this testimony stating that no condition inspection had occurred, that no condition inspection or report was completed or presented to them to sign, and that the Landlord had simply told them the condition of the rental unit was ok and that they could leave.

The Tenants acknowledged that they did not provide the Landlord with their forwarding address in writing at the end of the tenancy and that it was not served on the Landlord until after the Review Consideration Decision was rendered ordering them to do so. Although the Tenants could not provide me with a date, they stated that it was sent to the Landlord by courier and the Landlord confirmed receipt in this manner on August 29, 2020, during the hearing.

Although the parties agreed that keys were returned on March 1, 2020, they disputed the number of keys returned and whether the keys returned were in fact all the keys for the rental unit. The Landlord argued that the Tenants returned only there of the seven keys given to them and that as a result, they were required to replace the lock for the rental unit door and the mailbox. Although the Landlord stated that a front door key was also not returned, they stated that the Strata Corporation replaced this key at no cost. As a result, the Landlord sought $75.00 for the cost of replacing the lock on the rental unit door and the mailbox. Although the Tenants believe they returned all of the keys, they agreed to pay the Landlord the $75.00 sought.

The Landlord stated that the rental unit was left filthy at the end of the tenancy and had not been cleaned at all. The Landlord stated that they hired professional cleaners to clean the rental unit for approximately four hours at a cost of $189.00 and that they and their spouse had completed approximately six hours of additional cleaning, which they have not charged the Tenants for. As a result, the Landlord sought $214.00 for cleaning costs; $189.00 for professional cleaning and $25.00 for cleaning supplies. The Landlord stated that they had had sought three separate quotes for cleaning and had chosen the cheapest one. The Landlord also stated that the tenancy was scheduled to end on February 29, 2020, but the Tenants moved out late on March 1, 2020. The Tenants did not deny this testimony. In support of their claim for cleaning costs the Landlord submitted several photographs of the rental unit and an invoice for professional cleaning completed.

The Tenants argued that they left the rental unit in a similar state to the one it was in at the start of the tenancy, and therefore the Landlord should not be entitled to cleaning costs. They also argued that the amount sought for cleaning costs by the Landlord is unreasonable, given the state of the rental unit at the end of the tenancy, which they described as “95%” clean. The Tenants stated that they had also hired a cleaner but acknowledged that the cleaner never attended as their phone line was disconnected as a result of the move and therefore, they could not communicate with the cleaner. The Tenants stated that they requested permission to have the rental unit cleaned the following day, on March 2, 2020, but the Landlord refused. In support of their position that the rental unit was left mostly clean at the end of the tenancy, the Tenants submitted several photographs.

The Landlord stated that at the end of the tenancy a shower head was missing, which was replaced at a cost of $75.00, including labour and the shower head itself. In support of this position the Landlord submitted an invoice from the contractor who installed the shower head in the amount of $75.00 for labour and materials and a photograph of the shower with a missing shower head. While the Tenants acknowledged that that they were obligated to replace a shower head that was removed by them and not replaced during the tenancy, they argued that the amount sought is unreasonable and that the Landlord is seeking to improve the rental unit at their cost by replacing the shower head with a significantly higher quality one than what was there to begin with. In support of this position the Tenants submitted a photograph of a shower head from a major retailer which cost $13.98. The Landlord denied the Tenants allegations against them, stating that the shower head was replaced with a model comparable in quality and price to the one removed by the Tenants, albeit a different style (hand-held vs. fixed), and that the

Tenants are not accounting for the cost of labour to install it in their price quote, as this was done by a contractor/handy-man.

The Landlord sought $975.00 for replacement of a kitchen countertop damaged by the Tenants during the tenancy. The Landlord stated that the Tenants previously agreed to replace this prior to the end of the tenancy in a previous hearing with the Residential Tenancy Branch, and submitted a copy of the applicable Decision for my review. They also submitted a contractor invoice showing $975.00 for the cost of replacing the countertops. Although the Tenants acknowledged that it was their responsibility to replace the damaged counter top or compensate the Landlord for doing so themselves, the Tenants argued that the Landlord is seeking to improve the rental unit at their cost by replacing the entire kitchen counter, including another unattached portion that was not damaged by them, with a countertop of significantly higher quality than the one that was there to begin with. The Tenants also argued that the Landlord should have sought to replace only the damaged portion as the counter was only a few years old and the same countertop was likely still available. The Tenants argued that the countertop could have been replaced by a large home improvement store at a cost of $336.00, including labour and materials. In support of this position the Tenants submitted several photographs of countertop materials priced by foot, at a major home improvement retailer.

Although the Landlord agreed that they did not attempt to source the same countertop material prior to replacing it, they argued that the countertop was replaced at a very reasonable cost with material comparable in price and quality to the ones damaged and that both sections of the countertop needed to be replaced, including the unattached portion undamaged by the Tenants, so that they would match. At the reconvened hearing the Landlord stated that they had confirmed with the manufacturer of the original countertop since the last hearing that it was no longer available. The Tenants acknowledged that the countertop may no longer be available but argued that this recent confirmation has no bearing on whether or not it was still available at the time the countertops were replaced, or whether the Landlord made any attempts to determine if it was still available at that time.

The Landlord sought $782.07 for replacement of a bifold Laundry room door they stated was damaged by the Tenants, plus $450.00 for its installation. The Landlord stated that the damage could not be repaired, as it is a hollow core door, not a solid wooden door which can be filled, sanded, and painted, and thus required replacement. They also stated that it was a custom order door due to the size of the doors and the opening itself. In support of their testimony and the amounts sought, the Landlord submitted a

photograph of the damaged door and an invoice from their contractor for $450.00 in labour and material costs to replace the broken door.

Although the Tenants acknowledged damaging one of the bifold doors, they questioned the Landlords testimony that the damage could not simply have been repaired and argued that the doors could have been replaced at a significantly lower price. They also argued that as only one of the doors was damaged, only one needed to be replaced. While they were uncertain of the exact dimensions of the doors or opening, they argued that they looked standard to them and therefore a custom order should not have been necessary. In support of their testimony the Tenants provided a photograph of the door and a price quote for a door they deemed comparable in size and quality.

The Landlord responded by stating that as the Tenants do not have the measurements for the doors or opening, they could not know whether they are standard in size, and reiterated that a custom order was required as a result of the size of the doors and opening. The Landlord stated that both doors were also replaced as they come in pairs and could not be ordered separately.

The Landlord stated that laminate flooring in two areas of the rental unit, which was new at the start of the tenancy, was significantly damaged and that there were smaller scratches throughout the rental unit. The Landlord argued that furniture used by the Tenants in the master bedroom and living room likely caused the damage, and that the floors had to be sanded and stained in the two heavily damaged areas as a result. The Landlord stated that this was not a 100% fix but was sufficient and was cheaper and less labour intensive than replacing the floors. In support of their claim they submitted a photograph of a scratched floor and an invoice from their contractor for $300.00 in flooring repair costs.

Although the Tenants agreed the floors were damaged, they argued that the damage constitutes wear and tear as they lived there for three years and therefore it is reasonable that the floors would sustain some wear and damage during that time. The Tenants stated that they were told by the Landlord’s contractor that the entire renovations to the rental unit prior to the start of the tenancy cost only $10,000.00, which the Landlord denied, and therefore the flooring used was cheap. Again, the Tenants argued that the Landlord is attempting to renovate the rental unit by replacing items with higher quality versions at the cost of the Tenants. The Tenants also argued that contractors hired to complete work in the rental unit by the Landlord moved the furniture, causing the damage, which the Landlord denied. The Tenants submitted several photographs of contractors in the rental unit in support of their testimony.

The Landlord sought $3750.00 for the cost of cleaning and repainting several walls which they stated had black and yellow substances on them that would not wash off. While the Tenants acknowledged the presence of these substances, they alleged that they were the result of moisture issues in the rental unit due to a non-functioning heating system and therefore not a result of their own actions. The Landlord denied that the heating system did not work and stated that the Tenants simply did not know how to operate it properly. The parties submitted email communications between them in relation to the heating system and photographs of the rental unit in support of their positions.

The Landlord sought $800.00 for replacement of a bathroom vanity which they stated was damaged by the Tenants during the course of the tenancy by installing a shower head improperly and failing to properly vent the bathroom after shower use. The Landlord stated that the countertop was also stained by chemicals and make-up. In support of this testimony the Landlord submitted two photographs of only a portion of the vanity and an invoice from their contractor for $800.00 in costs to install a new vanity.

While the Tenants acknowledged that the vanity was not in good condition at the end of the tenancy, they stated that this is due to the low-quality of the item, not their conduct and denied improperly installing a showerhead, failing to vent the bathroom, or using chemicals on the countertop. The Tenants stated that although they only ever wiped the counter with water, the paint would come off due to its low quality. As a result, the Tenants argued that any damage to the vanity constitutes reasonable wear and tear. They also argued that it was replaced by the Landlord after the end of the tenancy with a higher quality item and submitted photographs of vanities of what they consider to be comparable in size and quality at a lower price point from a major home improvement retailer.

The Landlord denied that the bathroom vanity present in the rental unit during the tenancy was of low quality and stated that it was replaced with the exact same item that was there during the tenancy.

Finally, the Landlord sought lost rent in the amount of $1,599.00 as they stated that the rental unit could not be re-rented due to its condition until April 1, 2020, at which time it was re-rented at a monthly rate of $1,599.00. The Landlord therefore sought $1,599.00 in lost rent for March 2020.

The Tenants reiterated their belief that the rental unit was left reasonably clean and undamaged except for reasonable wear and tear and argued that since rent was only $1,256.00 per month under their tenancy agreement at the end of the tenancy, the Landlord cannot now seek the higher rent amount charged to their new tenants from them. They also argued that the Landlord's failure to secure new tenants immediately is a result of the pandemic and the increased rent amount sought, not the state of the rental unit at the end of the tenancy.

Although $145.00 in "taxes" shows on a self-authored account by the Landlord of costs owed to them by the Tenants, no testimony was provided by the Landlord regarding this amount or what it relates to in the hearing.

In addition to the documents listed above, the parties provided copies of email correspondence, and written statements, submissions, and letters of support for my review and consideration.

Analysis

Section 7 of the Act states that if a landlord or tenant does not comply with the Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results. It also states that a landlord or tenant who claims compensation for damage or loss that results from the other's non-compliance with the Act, the regulations or their tenancy agreement must do whatever is reasonable to minimize the damage or loss.

Although the Tenants argued that they left the rental unit in a similar state to the one it was in at the star of the tenancy, and therefore the Landlord should not be entitled to cleaning costs, I do not agree. Section 37(2)(a) of the Act states that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean. As a result, I find that the state of the rental unit at the start of the tenancy has no bearing on the Tenants' obligations to leave the rental unit reasonably clean at the end of the tenancy. Based on the photographs submitted by the Landlord, the testimony of the Tenants in the hearing that the rental unit was left "95%" clean, and the Tenants' testimony that they had hired a cleaner to clean the rental unit at the end of the tenancy who ultimately did not show up, I find that I am satisfied that the rental unit was not left reasonably clean at the end of the tenancy. As a result, I find that the Tenants breached section 37(2)(a) of the Act.

Based on the documentary evidence and affirmed testimony of the Landlord, I am satisfied that the Landlord incurred professional cleaning cost of $189.00 as a result of the Tenants' breach of section 37(2)(a) of the Act. Although the Tenants argued that this amount was not reasonable, I do not agree, as the Landlord stated it was professionally cleaned for approximately 4 hours. Further to this, I find that the Landlord mitigated their loss by completing additional cleaning with their spouse for approximately 6 hours, which they have not charged the tenants for, and by selecting the cheapest of the three cleaning quotes obtained. Although the Landlord sought $25.00 for the cost of cleaning supplies, no proof of these costs was submitted, and I therefore dismiss this portion of their claim without leave to reapply. As a result, I grant the Landlord's $189.00 in cleaning costs.

As the parties were in agreement that the Landlord is entitled to $75.00 for the cost of replacing locks, I therefore grant the Landlord this portion of their claim.

There was no dispute between the parties that the Landlord is entitled to compensation for replacement of a countertop burned by the Tenants during the tenancy. However, the parties disputed whether the costs sought by the Landlord for their replacement are reasonable and whether the Landlord mitigated their loss. By the Landlord's own admission, they did not check to see if the original countertop was still available prior to having it replaced. As only one portion of a countertop was damaged by the Tenants, I find that it was therefore unreasonable for the Landlord to have replaced both the burnt portion of the countertop as well as an undamaged an unattached portion, without first checking to see if the same countertop damaged by the Tenants was still available. If it had been, it may not have been necessary to have all of the counters replaced so that they matched, which was the Landlord's argument for why all of the counters, and not just the damaged portions, were replaced.

Based on the above, I am satisfied that the Tenants' breached section 37(2) of the Act and that the Landlord suffered a loss as a result; however, I am not satisfied that they mitigated this loss or that the total amount sought is reasonable. As a result, I award the Landlord only $487.50 for the cost of replacing the damaged portion of the countertop, 50% of the cost sought for full countertop replacement as I find that the Tenants are only responsible for the replacement of the damaged portion and that the Landlord failed to mitigate their loss by replacing all counters before determining whether only the damaged portion could be replaced with a match counter.

Although the Tenants agreed that the Landlord is entitled to the compensation for a shower head that was removed by them and not replaced at the end of the tenancy,

they argued that the amounts sought for its replacement by the Landlord are unreasonable and that the Landlord has replaced the shower head with one of significantly higher quality and value than the one that was originally there. I am not satisfied that this is the case. The Landlord testified that the shower head was replaced with one of similar quality and costs to the one originally present and that the difference in the costs quoted by the Tenant and the one sought by them is actually the cost for installation, as it was installed by a contractor who charged labour costs.

I am satisfied by the Landlords testimony and the documentary evidence before me that the missing shower head was replaced by one of similar quality and cost to the one originally present and that they incurred labour costs for its installation, which I find reasonable, as there is no requirement in the Act for the Landlord to replace this item themselves. I also do not find the amount sought by the Landlord constitutes more than a reasonable amount for the item installed and the services rendered. While I appreciate the Tenants' position that they could have obtained a comparable shower head from a retailer themselves at a lower cost and personally installed it for no additional charge, I note that they chose not to do so prior to the end of the tenancy. As a result, I find that the Landlord was entitled to have it replaced at the Tenant's expense, which they did. As a result, I award the Landlord the $75.00 sought for replacement of a missing shower head.

Although the Tenants argued that a broken bi-fold door should have been repaired instead of replaced, I agree with the Landlord that the nature of hollow-core doors makes them difficult or impossible to repair and that the damaged door therefore required replacement. As the Tenants agreed that they damaged the door, I also find that they breached section 37(2)(a) of the Act. Although the Landlord claimed $782.07 for the cost of the door and $450.00 for installation, no proof that the door cost $782.07 was submitted, such as a receipt for its purchase. The Landlord also submitted no proof that such a high value door is comparable in both quality and cost to the one damaged by the Tenants and from the photographs submitted it looks to be a plain and average door. Further to this, I note that the contractor invoice submitted by the Landlord states that it cost $450.00 for labour and supplies to replace this door, which I take to include the cost of the door itself. As a result, I award the Landlord only $450.00 for the cost of replacing the laundry door.

The Tenants disputed causing significant floor damage and alleged that any damage caused constitutes reasonable wear and tear. I do not agree. The Landlord submitted a photograph showing significant scratching to one area of the floor and as the parties agreed during the hearing that the rental unit was in "new condition" at the start of the

tenancy, I find this amount of damage far exceeds what could reasonably be classified as wear and tear in accordance with Policy Guideline 1. As a result, I find that the Tenants breached section 37(2) of the Act when they damaged the floor. As I am satisfied that the Landlord mitigated their loss by having only the damaged portions of the flooring repaired at a cost of $300.00, I therefore award the Landlord this amount.

Although the Landlord sought $375.00 for the cost of cleaning, repairing, and repainting walls, and $800.00 for the cost of replacing a bathroom vanity, I am not satisfied that they are entitled to these costs. The documentary evidence submitted by the Landlord, which consists of only a few poor quality photographs and an invoice for work completed, fails to satisfy me that the walls or the vanity were damaged by the Tenants, let alone damaged in such a way that that the walls would need repainting ahead of the schedule set out in Policy Guideline 40 or that the vanity would need to be replaced in its entirety. As a result, I dismiss the Landlord's claims for these costs without leave to reapply.

Although the Landlord sought to recoup lost rent at the higher amount charged to the new occupants of the rental unit after the Tenants vacated, I find that the Landlord cannot seek a loss of rent from the Tenants at a higher monthly rental rate than what was payable by them during the tenancy, as the point of compensation under the Act is to place the party who suffered the loss in the same position as if the loss had not occurred in the first place, not in a better one. Further to this, as set out in Policy Guideline 16 and section 7 of the Act, parties claiming loss are required to act reasonably to mitigate their loss, which I find the Landlord did not do in this case. Instead of making reasonable efforts to mitigate their loss by re-renting the rental unit as quickly as possible at a reasonably economic rate, the Landlord actually increased the rent by $343.00, which I find was an attempt by them to benefit financially from the Tenants vacancy of the rental unit. When they were unsuccessful in immediately obtaining new tenants at the increased rental rate, instead of reducing the rent in an effort to get the unit re-rented as soon as possible, they remained steadfast and are now trying to seek compensation from the Tenants for a loss that I find was suffered by them primarily as a result of their attempts to gain financially by increasing the advertised rental rate of the rental unit. Further to this, I am not satisfied that any significant delay was required to complete the cleaning and repairs to the rental unit. As a result, I dismiss the Landlord's claim for lost March 2020 rent without leave to reapply.

Finally, although a self-authored account of amounts owed shows $145.00 in taxes, no explanation of these costs or what they relate to was provided by the Landlord either in

the hearing or in their documentary evidence. As a result, I dismiss this portion of the Landlord's claim without leave to reapply.

Based on the above, I find that the Landlord is entitled to compensation in the amount of $1,676.50 from the Tenants for damage and cleaning costs. As the Landlord was at least partially successful in their Application, I also grant them recovery of the $100.00 filing fee pursuant to section 72(1) of the Act.

Having made the above noted findings, I will now turn to the matter of the security deposit. Although the parties disagreed about whether a move-out condition inspection was completed as required, there was no disagreement that a move-in condition inspection and report had not been completed at the start of the tenancy in accordance with the Act and Regulations. Pursuant to Policy Guideline 17 and section 24(2) of the Act, I therefore find that the Landlord extinguished their rights in relation to the security deposit first, and that they were not entitled to claim against the security deposit for damage. However, the Tenants did not provide their forwarding address in writing to the Landlord until August 29, 2020, and the Landlord filed their Application with the Branch on March 9, 2020, seeking to retain the Tenants' security deposit for more than just damage to the rental unit. As a result, I find that the Landlord complied with section 38(1) of the Act and was entitled to retain the Tenants' $575.00 security deposit pending the outcome of the hearing.

Pursuant to section 72(2)(b) of the Act, I therefore authorize the Landlord to retain the Tenants' $575.00 security deposit in partial repayment of the above noted amounts owed. Pursuant to section 67 of the Act, I therefore find that the Landlord is entitled to a Monetary Order in the amount of $1,0101.50 and I order the Tenants to pay this amount to the Landlord.

Conclusion

Pursuant to section 67 of the Act, I grant the Landlord a Monetary Order in the amount of **$1,101.50**. The Landlord is provided with this Order in the above terms and the Tenants must be served with this Order as soon as possible. Should the Tenants fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court. The Tenants are cautioned that costs of such enforcement are recoverable from them by the Landlord.

While I believe that this decision has been rendered in compliance with the timelines set forth in section 77(1)(d) of the Act and section 25 of the Interpretation Act, I note that

section 77(2) of the Act states that the director does not lose authority in a dispute resolution proceeding, nor is the validity of a decision affected, if a decision is given after the 30 day period in subsection (1)(d). As a result, I find there is no impact to either my jurisdiction to render this decision or the validity and enforcement of this decision, if it has been rendered outside of the timelines set out in section 77(2) of the Act.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: December 2, 2020

Residential Tenancy Branch