



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

**Dispute Codes**      MNRL-S, MNDL-S, MNDCL-S, FFL  
                                 MNSDS-DR, FFT

## **Introduction**

This hearing dealt with an application filed by both the landlord and the tenants pursuant to the Residential Tenancy Act (the “Act”):

The landlord applied for:

- authorization to retain all or a portion of the tenants’ security deposit in partial satisfaction of the Monetary Order requested under section 38 of the Act
- a Monetary Order for unpaid rent pursuant to section 67;
- a Monetary Order for damage to the rental unit or common areas pursuant to sections 32 and 67;
- a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67; and,
- authorization to recover the filing fee for this application from the tenants pursuant to section 72.

The tenants applied for:

- a Monetary Order for the return of all or a portion of their security deposit and/or pet damage deposit pursuant to sections 38; and,
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

IS (the “Landlord”), and TB, DW, JK, and MC, TR, and ED (the “Tenants”) appeared at the hearing.

The parties were cautioned that recording of the hearing is prohibited pursuant to Rule of Procedure 6.11. The parties were given full opportunity under oath to be heard, to present evidence and to make submissions.

### **Preliminary Matters**

#### *Service of the Tenant's Application*

At the outset of the initial hearing on June 16, 2023, the Tenants conceded that they did not serve the Landlord with their Notice of Dispute Resolution Proceeding Package.

Section 59(3) of the Act requires that a person who makes an application for dispute resolution must give a copy of the application to the other party within 3 days of making it. Section 89 of the Act describes the manner in which service of an application for dispute resolution can be made.

Based on the foregoing, I find that the Tenants have not provided sufficient evidence to prove that they served the Proceeding Package in accordance with section 59 or 89 of the Act. On that basis, the Tenant's application in its entirety is dismissed without leave to reapply.

#### *Landlord's Request to Amend Claim*

At the outset of the reconvened hearing on September 11, 2023, the Landlord made a request to amend their monetary claim to increase the amount with regard to the alleged damage to the tennis court.

Rule 4.2 of the Residential Tenancy Branch (RTB) Rules of Procedure (the "Rules of Procedure") states the following regarding amending a claim at a hearing.

An application can be amended at the hearing only in circumstances:

- that can reasonably be anticipated, such as when the amount of rent owing has increased since the time the Application for Dispute Resolution was made, or
- where the applicant requests an amendment to their application and the respondent consents to the amendment

As the Landlord was advised during the hearing, I find their requested amendment could not have reasonably been anticipated by the Tenants, nor did the Tenant's consent to the amendment during the hearing. For those reasons, the Landlord's application to amend their claim is denied.

*Landlord's Claims – Line Items 8 and 9*

Included in their monetary order worksheet at line items 8 and 9, the Landlord listed claims for “Dangerous/Illegal use of fire/roof – New roof install \$15,000.00 with the amount claimed listed as “\$tbd” and Aggravated Damages (intentional – Valuation \$75k less with the amount listed as “\$tbd”. However, as the Landlord was informed during the hearing, this application is being refused pursuant to section 59(5)(c) of the Act, because the application did not include full particulars of the dispute that is to be the subject of the dispute resolution proceedings, as is required by section 59(2)(b) of the Act.

The objective of the Rules of Procedure is to ensure a fair, efficient, and consistent process for resolving disputes for landlords and tenants. Rule 2.5 of the Rules of Procedures requires to the extent that it is possible, the applicant must submit a detailed calculation of any monetary claim being made.

In this case, I find that the Landlord has not provided a detailed calculation of their monetary claim. Rather they are seeking an amount that is “to be decided”. For these reasons, I find that proceeding with these claims would be prejudicial to the Tenants, as the absence of particulars that set out the Landlord’s claim, makes it difficult, if not impossible, for the Tenants to adequately prepare a response,

Both parties have the right to a fair hearing and the respondents are entitled to know the full particulars of the claim made against them at the time the applicant submits their application in order to prepare a response.

Given the above, I **dismiss** the Landlords claims referred to as line items 8 and 9 on their monetary work order sheet without leave to reapply.

**Service of Landlord’s Proceeding Package and the Parties’ Evidence**

As both parties were in attendance, I confirmed that there were no issues with service of the Landlord’s Notice of Dispute Resolution Proceeding package and the parties’ evidence. In accordance with sections 88 and 89 of the Act, I find that the Tenants were served with the Landlord’s Proceeding Package and evidence and the Landlord was served with the Tenant’s evidence in response to the Landlord’s application.

### **Issues to be Decided**

Is the Landlord entitled to authorization to retain all or a portion of the tenants' security deposit in partial satisfaction of the Monetary Order requested?

Is the Landlord entitled to a monetary order for unpaid rent?

Is the Landlord entitled to a Monetary Order for damage to the rental unit or common areas?

Is the Landlord entitled to a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement?

Is the Landlord entitled to authorization to recover the filing fee for the application?

### **Background and Evidence**

While I have considered the documentary evidence and the testimony of the parties, not all details of their submissions and arguments are reproduced here. The relevant and important aspects of the parties' claims, and my findings are set out below.

The parties agreed that this tenancy commenced on September 2, 2019, and ended on August 31, 2022. Monthly rent was \$5,785.50 payable on the first day of the month. The Landlord collected a security deposit in the amount of \$2,850.00 which they continue to hold.

The parties agree that a move-in and move-out condition inspection report was completed and a copy of the same provided to the Tenants. The Tenants testified that they served the Landlord with their forwarding address on September 1, 2022, by email. The Landlord acknowledged receipt of the same.

The Landlord filed their claim for authorization to retain all or a portion of the tenant's security deposit on September 20, 2022. The Landlord testified that the Tenants initially acknowledged the damage, so this caused the Landlord to make their application at the last minute.

The Landlord has applied for a monetary award as follows:

<b>Item</b>	<b>Amount</b>
Tennis Court Repair	\$9,817.50
Bathroom door/door handle	\$480.00

Stainless Steel w/shelf	\$920.00
Hanger and Shelf Unit	\$470.00
Install Laundry box/closet	\$150.00
GST for (2022-33)	\$101.00
August 2022 Rent	\$5,785.50
New roof install \$15,000.00	\$tbd
Aggravated Damages	\$tbd
Serious/prolonged anxiety	\$17,000.00
<b>Total =</b>	<b>\$34,724.00</b>

The hearings proceeded on the Landlord's claims with the Landlord providing testimony on each line item and the Tenant's providing a response. The relevant evidence, testimony and submissions are set out below.

#### *Tennis Court Repair*

The Landlord testified that the Tenants caused significant damage to the tennis court when they erected a large skateboard ramp and pool on the tennis court and further proceeded to use a wheelbarrow as a fire pit on the tennis court. The Landlord submitted several photographs of the damage to the tennis court. The Landlord testified that the tennis court is cracked and there is pooling water when it rains. The Landlord testified that their claim is for the lowest quote they were provided in the amount of \$9,817.50 from Build Day Construction Ltd. The Landlord provided an additional quote in their evidence from Tomko Sports Systems in the amount of \$11,262.27. The Landlord testified that the amount claimed is for repairs only to the area of the tennis court which was damaged by the structures placed on the tennis court by the Tenants. The Landlord testified that replacement of the tennis court would cost upwards of \$27,000.00.

In response to the Landlord's testimony, the Tenants' acknowledged that the pool damaged the tennis court; however, the Tenants argued that they made repairs to the tennis court with asphalt that matched the colour of the tennis court. The Tenants testified that the repairs they made are sufficient to rectify the damage. The Tenants testified that the tennis court was approximately ten years old at the outset of the

tenancy and was in pretty bad condition. The Tenant directed my attention to photographs of the tennis court in their evidence.

The Tenants further questioned the integrity of the company that provided the quote for the tennis court. The Tenants argued that the address of the company is a residential property. Further, the Tenants noted that the company website contains identical duplicate reviews. The Tenants also noted that the website was not created until 2020. The Tenants suggested that Build Day is not a real company.

In response to the Tenant's testimony, the Landlord submitted that Build Day is a company that is registered with the city of North Vancouver. The Landlord directed me to a document in their evidence titled City of North Vancouver Inter-Municipal Contractors with Issued Licences as of May 15, 2023 which list Build Day Construction Ltd. and their business licence number. The Landlord argued that while the tennis court may have been cluttered at the outset of the tenancy, it was cleanable and useable as opposed to after the tenancy. The Landlord testified that they are not aware of the age of the tennis court, but they know that it has been on the property since 2016.

*Bathroom door/door handle \$480.00*

The Landlord testified that the bathroom door and door handle was removed from the residence. The Landlord is seeking the cost of a replacement bathroom door and door handle in the amount of \$480.00. The Landlord obtained and submitted a quote from Build Day Construction in the amount of \$480.00 for the cost of replacing the door and door handle. The Landlord testified that they believe the door was approximately 6-7 years old and was in very good condition.

The Tenants submitted that the bathroom door was in fact removed and stored in a shed. When it was pulled out of the shed it was not presentable and not returned to its original location in the residence. The Tenants conceded that they owe the Landlord a replacement door and handle.

*Stainless Steel w/ Shelf*

The Landlord testified that a previous tenant WP took the stainless-steel table and shelf with them when they vacated the rental property. The Landlord testified that if the Tenants have the table, it may be damaged. The Landlord testified that they preferred to settle everything together. The Landlord testified that this is why they have included this in their claim.

The Tenants testified that this was a stainless steel table that they believe was purchased at Ikea. WP is still in possession of this table and has offered to return the table to the landlord. WP offered to return the table to him; however, the Landlord declined to take the table back. The Tenant's directed my attention to a text message included in their evidence in which WP offers to return the table to the Landlord.

### *Hanger and Shelf Unit*

The Landlord testified that the hanger and shelf unit was removed from a closet in the property and has not been returned. The Landlord testified that the hanger and shelf unit was made of wood and very good quality. The Landlord testified that it was put into the closet in 2019 just prior to the Tenants moving into the rental property. The Landlord submitted a quote from Build Day Construction in the amount of \$470.00 which is a quote to rebuild the hanger and shelf unit.

In response to the Landlord's testimony, the Tenants testified that the hanger and shelf unit was made of particle board and not very good quality. The Tenants conceded that the hanger and shelf unit was removed because it was a hindrance to their access to the closet and reduced the closet size. The Tenants again took issue with the validity of the quote from Build Day Construction.

### *Install Laundry box/closet*

The Landlord testified that a closet door was removed from its hinges; however, it is still at the residence. The Landlord submitted that the quote from Build Day Construction is for the re-installation of the bi-fold doors. The Landlord testified that as they do not know how to re-install doors, they require someone to hang them.

The Tenants testified that this was mentioned to them around the time of move out; however, it remains unclear to them what door the Landlord is referring to. The Tenants denied that they removed any bi-folding doors.

### *GST for (2022-33)*

The Landlord testified that the Build Day Quote for the replacement door and door handle, stainless steel shelf, hanger and shelf unit and closet doors contained a GST amount of \$101.00.

The Tenants did not provide a response to this claim.

*August 2022 Rent*

The parties agreed that the Tenancy Agreement that was in place at the end of the tenancy was to commence on September 1, 2021 for a fixed term ending on August 31, 2022 at which time the tenancy would continue on a month to month basis. A copy of the Tenancy Agreement is submitted into evidence. Part 2 of the Tenancy Agreement reads as follows:

**2. BEGINNING AND TERM OF THE AGREEMENT** (please fill in the dates and times in the spaces provided)

This tenancy created by this agreement starts on: 

01	09	2021
day	month	year

Check ☐ A) and continues on a month-to-month basis until ended in accordance with the Act.  
 A, B or C ☐ B) and continues on another periodic basis, as specified below, until ended in accordance with the Act.  
☐ weekly ☐ bi-weekly ☐ other:

☒ C) and is for a fixed term ending on 

31	08	2022
day	month	year

**IF YOU CHOOSE C, CHECK AND COMPLETE D OR E**

Check ☒ D) At the end of this time, the tenancy will continue on a month-to-month basis, or another fixed length of time, unless the tenant gives notice to end tenancy at least one clear month before the end of the term.  
 D or E ☐ E) At the end of this time, the tenancy is ended and **the tenant must vacate the rental unit.**  
**This requirement is only permitted in circumstances prescribed under section 13.1 of the Residential Tenancy Regulation, or if this is a sublease agreement as defined in the Act.**

Reason tenant must vacate (required):

Residential Tenancy Regulation section number (if applicable):

\* If you choose E, both the landlord and tenant must initial here

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The tenant must move out on or before the last day of the tenancy.

The parties agreed that the Tenants did not pay rent for the months of August 2022. The Landlord testified the Tenants were required to pay rent up until the end of the term. The Landlord argued that they did not serve the Tenants a Two Month Notice, but rather the tenancy ended by verbal mutual agreement.

The Tenants argued that they were entitled to withhold one month's rent. The Tenants testified that the Landlord gave them two months notice to move out the rental property and advised them that they were moving in themselves. The Tenants pointed to section 13.1 of the Residential Tenancy Branch Regulation to support their argument that they are not required to pay rent for August 2022.

*Serious/prolonged anxiety*



The Landlord testified that there is no monetary value they can place on the serious and prolonged anxiety they endured. The Landlord testified they would like \$17,000.00 to at least feel some compensation for what the Tenants have done. The Landlord directed my attention to their photos of the scooter ramp and open fire pit on the tennis court. The Landlord testified that the Tenants have provided photographs of individuals sitting on the roof.

The Landlord testified that the dangerous activities of the Tenants during the tenancy caused them stress and anxiety. The Landlord testified that had the pool flooded it would have flooded their home. The Landlord testified that the tenants were jumping off of high places putting themselves at risk for injury. The Landlord testified that the Tenants told them that if anyone gets hurt, the Tenants would not sue the Landlord. However, the Landlord testified that this only caused them further concern. The Landlord testified that they faced excessive stress and worry, lack of sleep, hair loss resulting from the Tenants' behaviour. The Landlord testified that they were forest fires everywhere and the property is surrounded by forests. The Landlord testified that they had significant safety concerns surrounding the Tenants use of the makeshift firepit given the wooded area surrounding the property and the risk of forest fires.

The Landlord testified that the Tenants actions were dangerous, and they suffered ongoing stress for months based on these safety concerns. The Landlord testified that they want the Tenants to learn that their actions have consequence if they damage property. The Landlord testified that they should have evicted the Tenants for cause, but they were trying to give the Tenants the benefit of the doubt and wanted to mutually end the tenancy. The Landlord testified that the Tenants still have not apologized.

The Landlord called a witness AH. AH testified that during the tenancy, the Landlord became overwhelmed with safety, he was concerned and worried about the Tenants injuring themselves. The Landlord was scared to attend the property. AH testified that the Landlord is still experiencing prolonged stress and anxiety. The Landlord is not sleeping well, wakes up in the night. The Landlord did not have any quality of life for a couple of months. AH testified that they daily witnessed the Landlord's stress.

In response to the Landlord's testimony, the Tenants testified that they responded to the Landlord's requests and removed all of the items promptly.

The Tenants submitted that the Landlord never evicted them for cause. The Tenants testified that there is not much substance to the Landlord's argument and the Landlord concedes that they have assigned arbitrary amounts to their claims. The Tenants

testified that much of the Landlords claims are for erroneous damages without proof or evidence of the actual amount of the loss.

### Analysis

#### **Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?**

Section 38 of the Act states that within 15 days of either the tenancy ending or the date that the landlord receives the tenant's forwarding address in writing, whichever is later, a landlord must repay a security deposit to the tenant or make an application for dispute resolution to claim against it.

The parties agree that the tenancy ended on August 31, 2022, and the Tenants provided their forwarding address to the Landlord by email on September 1, 2022. The Landlord acknowledged receipt of the Tenants forwarding address by email. Based on Residential Tenancy Regulation 43, a document given or served by email is deemed received on the third day after it is emailed. Therefore, I find that the Landlord is deemed to have received the Tenants forwarding address on September 4<sup>th</sup>, 2023.

Based on section 38(1) of the Act, the Landlord had 15 days from September 4, 2023, to repay the Tenants' security deposit or file a claim against them. The Landlord filed their claim on September 20, 2023, which is beyond the 15 days required by the Act. Based on section 38(6) of the Act, the Landlord must pay the Tenants double the security deposit in the amount of \$2,850.00 plus interest

Policy Guideline 17 sets out that where a landlord has to pay double the security deposit to the tenant, interest is calculated only on the original security deposit and is not doubled.

Based on the foregoing, the Tenants are entitled to the return of double their security deposit plus interest in the amount of \$5,743.48. In accordance with section 72 of the Act, this amount has been off-set against the Landlord's entitlements as set out in the remainder of this decision.

The Landlord is still entitled to claim for loss and damage. I have considered those claims below.

#### **Is the Landlord entitled to a monetary order for unpaid rent?**

Section 26 of the Act states that a tenant must pay rent to the landlord, regardless of whether the landlord complies with the Act, regulations or tenancy agreement, unless the tenant has a right to deduct all or a portion of rent under the Act.

The parties agree that the tenancy agreement in place at the end of the tenancy indicated that the tenancy would continue on a month to month basis following the fixed term ending August 31, 2022. There is no evidence before me to support that the Landlord issued the Tenants a Two Month Notice or that section 13.1 of the Residential Tenancy Branch Regulation applies to the circumstances of the parties.

Rather, the consistent evidence of the parties is that the Tenants vacated the rental unit on August 31, 2022. Based on the circumstances of the parties, I find there is nothing in the Act or in the evidence submitted for my consideration to support the Tenant's contention that they were entitled to withhold rent for the month of August. As the Tenants resided in the rental property until the end of August, they were required to pay rent.

Based on the evidence before me, I find that the Landlord has established a claim for unpaid rent owing for August 2022.

Therefore, I find the Landlord is entitled to a Monetary Order for unpaid rent under section 67 of the Act, in the amount of \$5,785.50.

**Is the Landlord entitled to a Monetary Order for damage to the rental unit or common areas?**

Under section 67 of the Act, the Director may order that a party compensate the other if damage or loss result from that party's failure to comply with the Act, the regulations, or the tenancy agreement. Policy Guideline #16 sets out that to establish a monetary claim, the arbitrator must determine whether:

1. A party to the tenancy agreement has failed to comply with the Act, the regulations, or the tenancy agreement.
2. Loss or damage has resulted from this non-compliance.
3. The party who suffered the damage or loss can prove the amount of or value of the damage or loss.
4. The party who suffered the damage or loss mitigated their damages.

The applicant seeking a monetary award bears the burden of proving their claim.

*Tennis Court Repair*

Residential Policy Guideline 1 sets out Landlord and Tenant responsibilities for residential premises and states:

[...]

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 is described as follows:

Reasonable wear and tear refers 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.

I find that the Landlord has established that the damage they are seeking to repair in relation to the tennis court is not the result of reasonable wear and tear as suggested by the Tenants. Rather, I find that the Landlord has provided sufficient evidence to prove that the damage is the result of the Tenants deliberate actions of placing structures on the tennis court for their own enjoyment. I find the Tenants' actions in this regard demonstrate a blatant and deliberate disregard for the condition of the Landlord's property. I find the Tenants attempts at repairing the damage only further supports their acknowledgement of the damage they caused.

I find that the Landlord has taken reasonable steps to minimize their loss by seeking compensation for the lowest of the quotes they received to repair the tennis court and by choosing to repair the tennis court and not replace it entirely. While the Tenant's raised concerns surrounding the validity of the quote from Build Day Construction, I find

the Landlord has provided sufficient evidence to establish that Build Day is a business that is registered with the City of North Vancouver.

On that basis, I find it reasonable to award the Landlord their claim in the amount of \$9,817.50. Therefore, I find the Landlord is entitled to a Monetary Order for damage to the rental unit or common areas under section 67 of the Act, in the amount of \$9,817.50.

*Bathroom door/door handle*

The Tenants concede that the bathroom door was removed from the property and not returned. On that basis, I find that the Landlord suffered a loss resulting from the action of the tenants. Residential Policy Guideline 1 requires that any changes to the rental unit and/or residential property not explicitly consented to by the landlord must be returned to the original condition. In this case, the door was not returned and therefore the property was not restored to its original condition. For this reason, I find that the Landlord established their claim for the cost of a bathroom door/door handle. I find the quote of \$480.00 to be reasonable based on this loss.

Therefore, I find the Landlord is entitled to a Monetary Order for damage to the rental unit or common areas under section 67 of the Act, in the amount of \$480.00.

*Hanger and Shelf Unit*

Consistent with my assessment of the Landlord's claim for the bathroom door/door handle, based on the consistent testimony of the parties, I find that the hanger and shelf unit was removed from the property and not returned. Therefore, the property was not restored to its original condition at the end of the tenancy. For this reason, I find that the Landlord established their claim for the cost of a replacement hanger and shelf unit. I find the quote of \$470.00 to be reasonable based on this loss.

I find the Landlord is entitled to a Monetary Order for damage to the rental unit or common areas under section 67 of the Act, in the amount of \$470.00.

*Stainless Steel w/ Shelf*

I have considered the Landlord's claim in the amount of \$920.00 for the replacement of the stainless steel table with shelf. However, while I acknowledge that the stainless steel table with shelf was removed, it is evident to me by the emails submitted by the Tenants that the whereabouts of this item is known to the Landlord and the Landlord has decline to accept its return. In my view, the Landlord's failure to accept the return of

the item but rather claim for the cost of a replacement item demonstrates a lack of mitigation on the Landlord's part. Section 7(2) of the Act requires that the party making a claim for compensation do whatever is reasonable to minimize their loss or damage being claimed. I find the landlord's claim fails on section 7(2) of the Act and on that basis, I dismiss this claim without leave to reapply.

*Install Laundry box/closet*

Regarding this claim, the Landlord testified the closet doors were removed and were required to be reinstalled. I have reviewed the Landlord's photographic evidence and fail to see evidence to support claim. The Tenants' dispute that any closet doors were removed and argue that they are not aware of what doors the Landlord is referring to.

That said, even in the event that I was to determine the doors were removed, I find the quote provided Landlord fails to establish why re-installing closet doors would cost \$150.00. Ultimately, I find the landlord's claim for \$150.00 regarding the closet doors is unreasonable and I decline to grant it for that reason.

*GST for (2022-33)*

I have considered the Landlord claim for the GST associated with the Build Day Construction quote for the Bathroom door/door handle, Stainless Steel w/Shelf, Hanger and shelf unit and install laundry box/closet. However, I find that the Landlord has not established this claim because the GST has not been paid on the invoice, nor have all of the claimed amounts indicated on the quote been granted in favour of the Landlord. For those reasons, I decline to grant the Landlord's claim for GST.

**Is the Landlord entitled to a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement?**

Under section 67 of the Act, the Director may order that a party compensate the other party if damage or loss results from that party's failure to comply with the Act, the regulations, or the tenancy agreement. Policy Guideline #16 sets out that 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 who is claiming compensation to provide evidence to establish that compensation is due.

At the outset of their testimony, the Landlord argued that they cannot put a price on their claim. However, the Landlord went on to claim compensation in the amount of \$17,000.00 for serious/prolonged anxiety. In this case, I find that the Landlord has not

directed my attention to a section of the Act that would allow me to award them compensation on the basis of having suffered stress and anxiety during the tenancy.

Based on the testimony and evidence of the Landlord, I find it is evident to me, that the landlord is not seeking reparation of their loss, but rather I find that they are seeking punitive damages against the Tenants. For that reason, even if I were to determine a loss and that it was the result of the Tenant's non-compliance, I find that the Landlord has not proven the amount of or value of the damage or loss. Rather, the Landlord's claim is based on an arbitrary amount which was more likely than not established by the landlord in an effort to keep their monetary claim within the small claims limit of \$35,000.00.

For these reasons, I dismiss the Landlord's claim for a monetary order for damage or loss under the Act, regulation, or tenancy agreement without leave to reapply.

### **Is the landlord entitled to authorization to recover the filing fee for the application?**

As the landlord was partially successful in this application, I find that the Landlord is entitled to recover the \$100.00 filing fee paid for this application.

### Conclusion

I issue a Monetary Order in favour of the Landlord in the amount of \$10,909.52 as follows:

<b>Item</b>	<b>Amount</b>
Security Deposit Doubled (\$2,850.00 x 2)	-\$5,700.00
Interest on Security Deposit	-\$43.48
Rent Due August 2022	\$5,785.50
Tennis Court Repair	\$9,817.50
Bathroom door/door handle	\$480.00
Hanger and Shelf Unit	\$470.00
Filing Fee	\$100.00
<b>Total =</b>	<b>\$10,909.52</b>

The landlord is provided with a Monetary 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.

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

Dated: October 12, 2023

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Residential Tenancy Branch