DECISION

Introduction

This hearing dealt with the Tenants' Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

For comprehension and clarity, this application may be referred to as the Tenants' #8 application.

This hearing also dealt with the Landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act
- 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
- 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
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

For comprehension and clarity, this application may be referred to as the Landlord's #7 application.

This hearing also dealt with the Tenants' Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- a Monetary Order for the return of all or a portion of their security deposit under sections 38 and 67 of the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

For comprehension and clarity, this application may be referred to as the Tenants' #4 application.

For clarity, I may refer to the Tenants in the singular or plural form.

Tenant L.M., Tenant S.T., attended the previous hearing and the reconvened hearing for the Tenants

Landlord R.K., Landlord's Friend S.J. attended the previous hearing and the reconvened hearing for the Landlord.

At the previous hearing, the hearing had exceeded time scheduled for the hearing, and an adjournment was granted to allow both of the parties an equal chance to present. An Interim Decision dated May 15, 2025, was released and provided to both parties. The Interim Decision and this Decision are to be read together.

Service of the Tenants' #4 and #8 Applications regarding the Notices of Dispute Resolution Proceeding and Evidence

The Landlord acknowledged that they received and reviewed both the Notices of Dispute Resolution Proceeding and the Tenants' evidence. I find that the Tenants served the Notices of Dispute Resolution Proceeding and their respective evidence in compliance with section 88 and 89 of the Act.

The Tenants declared that they did not receive the Landlord's evidence at the provided forwarding address but acknowledged that the Landlord delivered two envelopes on May 6, 2025, to the Tenants' residence at the time. The Tenants emphasized that they did not review the Landlord's evidence, and that the evidence was served one day late.

The Landlord elaborated that they dropped off their evidence for both the #4 and #8 applications at the door of the Tenants' residence on May 6, 2025, and uploaded the same evidence for both applications to the Residential Tenancy Branch.

In general, the methods permissible for service of general records are contained in section 88 of the Act, without any order of priority for which method must be used. The Tenants emphasis on where the Landlord's evidence was served is irrelevant.

I find it more likely than not that the Landlord's evidence was served to the Tenants on May 6, 2025, in compliance with section 88(g) of the Act, and I further find under section 90 of the Act, that the Tenants are deemed to have received the Landlord's evidence for both applications on May 6, 2025.

While the Tenants have declared that they did not review the Landlord's evidence and that it was served late, in my view the Tenants have had the opportunity to review the Landlord's evidence after they were served on May 6, 2025, but simply exercised their choice not to.

Moreover, Rule 3.15 states that the respondent must serve their evidence to the applicant seven days before the hearing. The initial and previous hearing took place on May 15, 2025. As mentioned above, The Tenants received the Landlord's evidence on May 6, 2025, which is more than seven days before the hearing.

Service of the Landlord's #7 Application regarding the Notice of Dispute Resolution Proceeding and Evidence

Both parties affirmed that there were no issues with the service of the Landlord's #7 application and the each sides respective evidence. I find that both parties were duly served with the materials in accordance with section 88 and section 89 of the Act.

Issues to be Decided

Is the Tenant entitled to a monetary order for compensation or financial loss under the Act, regulation or tenancy agreement?

Is the Landlord entitled to a monetary order owed or compensation for damage or loss under the Act, regulation or tenancy agreement?

Is the Landlord entitled to retain all or a portion of the security deposit in partial satisfaction of the monetary award requested?

Is the Tenant entitled to a monetary order for the return of all or a portion of the security deposit?

Is the Landlord and the Tenant entitled to recover the filing fees for their respective applications?

Background and Evidence

I have reviewed the evidence, including the testimony of both parties, but I will refer only to what I find relevant for my decision.

The written tenancy agreement was provided showing that this tenancy began on November 1, 2018, with a monthly rent of $1,507.54, due on the first day of the month, with a security deposit in the amount of $750.00. The Landlord continues to hold the security deposit in trust. The tenancy ended on February 28, 2025, after the Tenants complied with the Landlord's four month notice to end the tenancy for Landlord's use of property. The forwarding address was received by the Landlord on March 7, 2025.

The parties agreed that there was a move in inspection conducted on January 30, 2019, with both parties present. The parties agreed that both sides filled out their own copies of the move in condition inspection report.

The Tenants testified that they did not get a copy of the Landlord's move in condition inspection report within two weeks from the date of the move in condition inspection. When questioned, the Landlord testified that both sides had their own copy of the move in condition inspection report.

What constitutes as the rental unit and what was in the exclusive possession of the Tenants is disputed.

The Tenants contended that the rental unit is a detached house, that they rented the entire detached house and the entire property under the agreement. The Tenants acknowledged that they did not have exclusive use of the entire property, but they had exclusive use of the house.

The Landlord testified that the rental property is farmland that the Tenants rented a farmhouse, that the Tenants had exclusive possession of the main floor and basement of the house, and that the Landlord retained independent access to the basement crawlspace and access to both yards. The Landlord referred to a previous application and hearing where to topic of the rental unit, the rental property, and exclusive usage was brought up. The file number for the previous application is referenced on the cover page of this Decision. The Landlord referred to the decision from the previous application and summarized that the decision-maker found that the yard and the basement at the rental property are common areas and that the Landlord has access and usage of them.

The Tenants' #8 Application

The Tenants' application requests compensation in the amount of $3,760.04 where the Tenant's application states:

> We are seeking compensation for the yard being unusable due to no mowing in 2024 (with photos and a mowing quote), failure to plow the driveway five times despite the addendum to the tenancy and RTB Decision 210009504, knowingly neglecting bathroom and basement mold repairs for 23 months (with photos and a hazardous inspection report confirming mold), and for damage the landlord caused to our van (with photos and a repair cost).

The Tenants referred to their monetary order worksheet evidence.

The Tenants requested compensation in the amount of $1,680.00 for the Landlord's failure to maintain the yard. The Tenants declared that the Landlord is responsible for maintaining the yard at the rental property, that the Landlord did not mow or water the yard for an entire year, making the yard unusable. The Tenants stated that the growth in the lawn was nearly as tall as a typical adult, that it was hard to traverse, unsightly, and a potential fire hazard. The Tenants submitted a copy of a quote from a landscaping company for treatment of the yard.

The Landlord referred to the Previous Application decision and agreed that the yard maintenance is the responsibility of the Landlord. The Landlord elaborated that there is no specific time frame when to mow the lawn, that the Tenants were aware the rental unit and rental property is part of a farm. The Landlord declared that under the agreement they had sole discretion of how to maintain the area around the rental unit.

The Tenants also requested compensation due to the flooding and the presence of mould in the basement bathroom beginning in March 2023. The Tenants testified that the basement mould was circulated throughout the house by the ventilation in the house. The Tenants stated that despite informing the Landlord of the issue in March

2023, the Landlord failed to address the issue and that the issue persisted until the end of the tenancy in February of 2025. The Tenants submitted two pictures of the mould into the evidence, taken in bathroom of the rental unit. The Tenants requested compensation in the form of a five percent rent reduction from the total rent paid between March 2023 to February of 2025, according to the monetary worksheet, the sum of $1,746.76.

The Landlord disputed the Tenant's claim that there was mould in the bathroom. The Landlord submitted picture evidence labelled #150, 152, 153, 155, 156, 157, 161, and 183 and declared that if there was mould in the bathroom, it would have been a result of the Tenants' lack of hygiene and upkeep.

The Tenants also requested compensation in the amount of $250.00 for each instance of the Landlord's failure to remove snow at the rental property. The Tenants testified that the Landlord was ordered to be responsible for removing the snow from the driveway in the Previous Application referenced on the cover page. The Tenants stated that the Landlord failed to comply with the order. The Tenants submitted the documentary evidence titled "2-1_Evidence_of_No_Snow_Services.pdf", which contained pictures of the uncleared driveway full of snow on December 16, 17, 2024 and February 16, 17, 2025.

Last, the Tenants requested compensation in the amount of $83.28, where the Tenants alleged that due to the Landlord's failure to clear the snow, resulting in a dangerous situation for vehicles operating on the driveway, caused the Landlord's vehicle to crash into the Tenant's vehicle parked on the driveway. The Tenants submitted a letter dated February 16, 2025, addressed to the Landlord stating the damage the Tenant's vehicle received from the Landlord.

The Landlord submitted picture evidence labelled 1 to 7. The Landlord agreed that they bumped into the Tenant's vehicle on February 16, 2025. The Landlord elaborated that they were not provided a reasonable amount of time to plow the snow. The Landlord reasoned that if it snowed in the morning, it is reasonable to wait until noon to plow the snow. The Landlord declared that they have complied with their requirement under the agreement to remove the snow from the driveway. The Landlord contended that the Tenant could have claimed insurance for vehicle damage.

The Landlord's #7 Application

The Landlord's application requests compensation in the amount of $6,894.69 for damage that the Tenants caused to the rental unit during the tenancy. The reason provided on the application states:

> Tenants attempt to paint kitchen cupboards, bathroom vanity and linen closet, walls, hallways, bedroom and bathroom doors, door jams and casing. Appling Mac Tac Type tiles to back splash in kitchen. Broken trellis below sundeck and attempted repair. Rental agreement, including addendum, signed by tenants 09/30/2018, states "ALL REPAIRS REQUIRED, TENANT IS TO NOTIFY LANDLORD, ALL PRUNING OF TREES, SHURBS, REPAIRS OF UNITS,

CUTTING OF LAWN IS THE RESPONSBILITY OF LANDLORD (con. on paper app)

The Landlord submitted a copy of their monetary order worksheet, which I will paste below:

Document Number	Receipt / Estimate From	For	Amount	
#1	NEW M WOODWORK	CABINET REDO PAINT	3700.00 $ 185.00 3885.00	GST
#2	FEELS LIKE HOME BY JAMIE	CABINET/WALLS REDO / PAINT	3915.98 $ 195.80 4111.78	GST *
#3	GORDON YEO	CABINET/WALLS REDO PAINT	2560.00 $ 128.00 2688.00	GST
#4	MISC MATERIALS NOT COVERED BY QUOTES	INTERIOR DOORS DRYWALL LATTICE FOR DECK	1444.74 $ 173.37 1618.11	GST/PST *
#5	INCIDENTALS MATERIALS FOR INTERIOR DOORS	NOT IN QUOTES	140.00 $ 16.80 156.80	GST/PST *
#6	LABOUR FOR INTERIOR DOORS	NOT IN QUOTES	960.00 $ 48.00	GST *
#7			$ 1008.00	
#8			$	
#9			$	
#10			$	
		Total monetary order claim	6460.72 $ 433.97 6894.69	* GST/PST

Attach additional page(s) if necessary.

The Landlord's application also requests compensation in the amount of $71.50 for damage. The reason provided on the application states:

> As to addendum of rental agreement. Tenants painted interior of house (kitchen walls, cupboards, bathroom interior doors, jamb/casings). Damage trekis of front deck. Back splash in kitchen other incidentals to follow. Tenants did not agree to damage therefore no compensation.

The Landlord referred to the written tenancy agreement addendum and declared that if any repairs are required, the Tenants need to notify the Landlord. A copy of the addendum was submitted into the evidence, the Landlord referred to article seven of the addendum, the relevant section of the article reads:

> "From time to time the opportunity may arise that maintenance has to be done around the property. This could include lawn cutting, watering, feeding lifestock,

painting, or anything that would be mutually agreed between the tenant and landlord. This arrangement is for the benefit of both parties…"

The Landlord affirmed that the Tenants painted several areas of the interior of the rental unit such as the kitchen walls, the coat nook, the hallway, the doors, the bathroom cabinets, the bathroom walls and shelves, and the bathroom window casings, damaged and attempted to repair an exterior trellis, created an oil spill patch on the driveway. The Landlord submitted a substantial number of labelled pictures and several quotes obtained from contractors. The Landlord stated that the work captured in the quotes have not been paid for yet.

The Tenants referred to policy guideline #40 and testified that they do not believe the painting they did to the rental unit was damage, given that the items the Tenants painted were already beyond their useful life. The Tenants submitted five pictures of the walls in the living room and emphasized that the paint was far from being freshly painted. The Tenants claimed that the cabinets in the kitchen and bathroom are older than 20 years old. The Tenants also claimed that the doors at the rental unit are older than 20 years old.

The Landlord responded that the rental unit was painted in 2023, that the rental property was built in approximately 1940, and that they did not know the age of the doors.

The Tenants' #4 Application

The Tenants' application seeks a monetary order for the return of the security deposit with interest plus the doubled portion of the security deposit due to the Landlord's alleged breach of section 38(1) of the Act.

The Tenants emphasized that the Landlord agreed that they received the forwarding address in writing on March 7, 2025, and that the Tenants only received the Landlord's #7 Application on April 1, 2025. The Tenants declared that the parties have not formed any agreements allowing the Landlord to retain all or a portion of the security deposit.

The Tenant's submitted a letter addressed to the Landlord dated February 28, 2025, where the Tenant's declare in the letter that this letter is the Tenant's formal notification of their forwarding address.

The Tenant's also submitted a RTB-47 Tenant's Notice of Forwarding Address for the Return of the Security Deposit form. This Notice is signed and dated March 7, 2025, it contains the address of the Landlord, the Tenant's forwarding address, and the names of both parties.

The Landlord testified that the Tenant's provided their forwarding address by email, which is not an acceptable method of service under the tenancy agreement. The Landlord affirmed that they do not consider the letter dated February 28, 2025, a proper forwarding address given that there is only an email address. The Landlord stated that they do not consider the March 7, 2025, Notice proper either because the Landlord did not agree to service by email.

The Tenants emphasized that the parties frequently communicated by email, that the Landlord's email address is on the first page of the tenancy agreement. The Tenant's submitted copies of the email exchanges between the parties between February 28 to March 7, 2025.

Analysis

Is the Tenant entitled to a monetary order for compensation or financial loss under the Act, regulation or tenancy agreement?

Awards for compensation are provided in section 7 and 67 of the Act. Accordingly, an applicant must prove the following:

1. That the other party violated the Act, regulations, or tenancy agreement;

2. That the violation caused the party making the application to incur damages or loss as a result of the violation

3. The value of the damages or loss; and,

4. That the party making the application did whatever was reasonable to minimize the damages or loss.

All four conditions of the four point test must be satisfied in order to be awarded compensation.

Regarding the Landlord's failure to maintain the yard, I find that the Tenants have not demonstrated that the that the Landlord's breach of their duty to maintain the yard caused the Tenants to incur damages or financial loss as a result of the violation. For example, the Tenants have not submitted any meaningful evidence to show the damages or financial loss that they have experienced because the yard was difficult to cross, unpleasant to look at, or at likelihood of catching fire. I find that the Tenant failed to satisfy the second and third element of the four-point test on this portion of their application, and the test fails.

Regarding the bathroom mould and the Tenants' request for compensation in the form of a rent reduction in the amount of $1,746.76, I accept the Tenant's claim that they notified the Landlord of the mould in March 2023, and I accept the Tenant's claim that the washroom did contain mould as shown by their picture evidence. However, I find that the Tenants have not sufficiently demonstrated how they did whatever was reasonable to minimize the damage or loss.

For example, besides notifying the Landlord in March 2023, I find that the Tenants did not provide any submissions on what steps they have taken to address the mould between March 2023 to the time the tenancy ended. I reason that if the mould was such a detriment to the usability of the bathroom at the rental unit to warrant a five percent rent reduction for the total length of the tenancy, is offset by the fact the Tenants continued to reside at the rental unit while presumably using the bathroom regularly, but

only decided to filed their application on March 16, 2025, is questionable at best. As a result, I find that the Tenants have not satisfied section 7 of the Act, nor satisfied the fourth element of the four-point test, and the test fails.

Regarding the snow removal, based on the evidence and the testimony of the parties, I accept that it is the duty of the Landlord to remove snow from the driveway under the tenancy agreement.

Based on the picture evidence, I accept the Tenant's claim that the Landlord failed to remove the snow on December 16, 17, 2024, and February 16, 17, 2025. While the Landlord argued that they did not have a reasonable amount of time to remove the snow, given that the Tenant's pictures for December and February are each taken one day apart, I find it more likely than not that the Landlord failed to comply with their obligation to clear the driveway of snow. This satisfies the first condition of the four-point test.

Regarding the Tenant's compensation request in the amount of $83.28 for the Landlord's actions of causing damage to the Tenant's vehicle parked on the rental property, given this claim is associated with damage sustained from collisions involving motor vehicles, I find that this part of the Tenant's claim is not a dispute that may be resolved under the Act. Section 2 of the Act states that the Act applies to tenancy agreements, rental units, and other residential property, and I decline jurisdiction to adjudicate this portion of the Tenant's compensation claim.

As for the Tenant's claim for $250.00, or for each instance that the Landlord failed to remove the snow, I find that the Tenant s have not demonstrated how the Landlord's failure to remove the snow from the driveway caused them to incur a financial loss in the amount of $250.00. Consequently, I find that the Tenant failed to satisfy the second and third element of the four-point test on this portion of their application, and the test fails.

However, Residential Tenancy Branch Policy Guideline #16 provides guidance on nominal damages where there has been no significant loss or no significant loss has been proven, but it has been proven that there has been an infraction of a legal right. In my view, there is no question that it is the Landlord's responsibility to remove the snow from the driveway, and I find it more likely than not that the Landlord has breached the tenancy agreement by failing to do so.

Subsequently, I find that the Tenants are entitled to a monetary order for nominal damage, in the amount of $250.00 for the Landlord's failure to remove the snow on at least two occasions, as required under the agreement.

Under section 67 of the Act, I grant the Tenants a monetary order in the amount of $250.00, for nominal damages due to the Landlord's breach of the tenancy agreement, specifically for failing to remove the snow on the driveway of the rental property.

Is the Landlord entitled to a monetary order owed or compensation for damage or loss under the Act, regulation or tenancy agreement?

As the Landlord's application requests compensation for damage or financial loss under section 7 and section 67 of the Act, the four-point test is applicable here.

Given article seven of the written tenancy agreement addendum, I accept the Landlord's claim that the Tenants may not unilaterally conduct repairs or alter the rental unit without the Landlord's consent. I do note that this is consistent with sections 32 and 33 of the Act.

Based on the parties testimony, it is clear that the Tenants have altered the interior of the rental unit by painting several areas during the tenancy. I find that altering the interior of the rental unit may be considered damage. This satisfies the first condition of the four-point test, the Tenants breach of article seven of the addendum and section 32 of the Act.

The next question is whether the Tenants breach caused the Landlord to incur damage or financial loss.

Notwithstanding the breach of article seven of the addendum, based on the evidence provided, the testimony of the parties, and on a balance of probabilities, I find that the Landlord has not submitted sufficient evidence to demonstrate that the violation caused the Landlord to incur damages or financial loss for reasons I will explain below.

First, as the Landlord stated that they have not tendered payments for the work quoted, subsequently I find that the Landlord has not incurred any financial loss at the time of the reconvened hearing. When the four-point test is applied, the second element of the test is not satisfied, and the test fails.

Second, I find that the Landlord did not sufficiently demonstrate the value of the damage or the financial loss with their quote evidence or for the items claimed such as the paint work, the trellis, and the oil spill in the driveway. I note that the amounts claimed on the Landlord's application consistently do not align with the amounts quoted by the Landlord's contractors or the Landlord's monetary order worksheet. When the four-point test is applied, the third element of the test is not satisfied, and the test fails.

Moreover, given the age of the house, the uncertainty regarding the condition of the interior of the house, based on the absence of any uploaded documentary evidence from the Landlord to show recent upgrades or renovations, such as but not limited to the fixtures, the paint, and the doors, I find it more likely that wear and tear is a factor here. Tenants are not responsible for wear and tear on a property, and as this is the Landlord's compensation claim, it would be the Landlord's responsibility to demonstrate the house suffered damaged that was not wear and tear. In this case, without documentary evidence to show when the house was most recently painted, when the fixtures and the doors were installed, I find that the Landlord has not sufficiently distinguished between damage caused by actions or neglect compared to wear and tear. In other words, causation is unclear.

However, as it is clear the Tenants have breached the addendum by unilaterally painting a significant portion of the interior of the rental unit such as the kitchen

cupboards, the kitchen walls, the closet, the bathroom, the hallway, and the doors, and by doing so breaching the tenancy agreement addendum, I find that the Landlord is entitled to nominal damages, in the amount of $250.00.

Under section 67 of the Act, I grant the Landlord a monetary order in the amount of $250.00, for nominal damages due to the Tenants breach of the tenancy agreement addendum, specifically painting the interior of the rental unit without consent.

Is the Landlord entitled to retain all or a portion of the security deposit in partial satisfaction of the monetary award requested?

Section 23 of the Act states that it is the landlord's responsibility to offer at least two opportunities to do the move in inspection, to complete the report, to provide the report within seven days after the inspection, and to complete the inspection and the condition inspection report even if the tenant does not attend after having been given two opportunities.

Section 24(2) of the Act states that the right of a landlord to claim against a security deposit or a pet damage deposit is extinguished if the landlord does not provide the tenant with at least two opportunities to do a move in inspection, do the move in inspection, and to provide the move in condition inspection report to the tenant within seven days after the inspection is complete under Section 18 of the Residential Tenancy Regulation.

Section 38(5) states that the right of a landlord to retain all or part of a security deposit or pet damage deposit under section 38(4)(a) does not apply if the liability of the tenant is in relation to damage and the landlord's right to claim for damage against a security deposit or a pet damage deposit has been extinguished under section 24(2) of the Act.

The parties agreed that the move in condition inspection took place on January 30, 2019, and that each party filled out a copy of their own condition inspection report. As it is not the Tenants' responsibility under the Act to complete the report, I will be focusing on the Landlord's conduct here.

Based on the testimony of the parties, the absence of any evidence to demonstrate that the Landlord provided a copy of the Landlord's condition inspection report to the Tenants within seven days after the inspection, I find it more likely than not that the Landlord failed to comply with section 23 of the Act, and by doing so extinguished their right to claim against the security deposit as provided under section 24(2) of the Act.

Given the Landlord's extinguishment, I find it more likely than not that the Landlord is not entitled to retain all or a portion of the security deposit, and that the Landlord is not entitled to make an application to claim compensation against the security deposit for damage to the rental unit.

The Landlord's request to retain all or a portion of the security deposit is dismissed, without leave to reapply.

Is the Tenant entitled to a monetary order for the return of all or a portion of the security deposit?

Regarding the forwarding address letter the Tenants provided on February 28, 2025, as this forwarding address does not contain a valid physical mailing address, I do not consider this letter as a proper written forwarding address defined by the Act.

Regarding the Landlord's position that they acknowledge they received the email communications from March 7, 2025, but that they do not consider the March 7, 2025, forwarding address letter duly served because it was provided by email, I disagree.

In my view, the Landlord received the forwarding address on March 7, 2025, that the parties communicated frequently by email, as shown by the Tenants' email communication evidence. In addition, the Landlord's email used was provided for on the first page of the tenancy agreement. I have examined the form RTB-47 the Tenants' notice of forwarding address and I find that it contains all the necessary information to be considered as written forwarding address under the Act.

Under section 71 of the Act, I find that the Tenants' forwarding address was sufficiently served by the Tenant and received by the Landlord on March 7, 2025.

Section 38(6) of the Act states that if a landlord does not comply with section 38(1) of the Act, the landlord (a) may not make a claim against the security deposit or any pet damage deposit, and (b)must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable.

As the Landlord extinguished their right to claim against the security deposit for any matters related to the Tenants' liability for damage to the rental unit, section 24(2) provides the Landlord must not bring an application to request compensation for damage caused by the Tenant at the rental unit. Despite this, it is clear the Landlord has made an application to claim for compensation related to damages under the tenancy agreement, and I find that by doing so, breached sections 38(1) and 38(6) of the Act.

Based on the above, I find that the Landlord must pay the Tenants double the amount of the original security deposit, plus interest on the original value of the deposit. The original security deposit is in the amount of $750.00, the accumulated interest is the sum of $39.08, and the doubled portion of the deposit is in the amount of $750.00. The three figures added together equal $1,539.08.

The interest was calculated in accordance with the Residential Tenancy Regulation, based on the date of the beginning of the tenancy, the date of this Decision, and with the assistance of the publicly accessible Residential Tenancy Branch deposit interest calculator.

Under sections 38, and 67 of the Act, I grant the Tenant a monetary order in the amount of $1,539.08, for the return of the security deposit, plus interest, and the doubled portion of the original deposit.

Are the parties entitled to recover the filing fees for their respective applications?

Regarding the Tenants' application #8, I find that the Tenants' were not successful in their claims, and I further find that the Tenants may not recover the filing fee.

Regarding the Landlord's application #7, I find that the Landlord was not successful in their claims, and I further find that the Tenants may not recover the filing fee.

Regarding the Tenants' application #4, I find that the Tenants' were successful in their claims, and I further find that the Tenants are entitled to the recovery of the filing fee. Under section 72 of the Act, I grant the Tenants a monetary order in the amount of $100.00, for the recovery of the filing fee.

Conclusion

Section 72 of the Act permit the director to issue monetary orders, and when several monetary orders are issued, the director may offset the amounts awarded and grant a single monetary order for the favourable party.

I grant the Tenants a Monetary Order in the amount of $1,639.08 in the following manner:

Monetary Issue	Granted Amount
The Tenants' Monetary Order for the return of the security deposit, plus interest, and the doubled portions of the security deposit under section 38 and 67 of the Act	$1,539.08
The Tenants' Monetary Order for nominal damages due to the Landlord's breach of the tenancy agreement, specifically for failing to remove the snow on the driveway of the rental property under section 67 of the Act	$250.00
The Tenants' Monetary Order for the recovery of the filing fee on application #4, under section 72 of the Act	$100.00
The Landlord's Monetary Order for nominal damages due to the Tenants' breach of the tenancy agreement, specifically painting the interior of the rental unit without consent, under section 67 of the Act	- $250.00
Total Amount	**$1,639.08**

The Tenants' application #8 requesting for a monetary order for damage or loss, and under the Act is partially granted. The Tenants' request to recover the filing fee for this application is dismissed, without leave to reapply.

The Landlord's application #7 requesting for a monetary order for damage to the rental unit, money owed, or damaged or loss under the Act, regulation or tenancy agreement is partially granted. In the same application, the Landlord's request to retain all or a portion of the security deposit is dismissed, without leave to reapply. In the same application, the Landlord's request to recover the filing fee is dismissed, without leave to reapply.

The Tenants' application #4 requesting for the return of the security deposit is granted. The Tenants' request for the recovery of the filing fee on this application is granted.

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: July 3, 2025

Residential Tenancy Branch