

MAILING ADDRESS - LANDLORD

s.22

s.22

MAILING ADDRESS - TENANT
(AK SUPPLIED IN EMAIL FROM

s.22

CONTACT phone # GIVEN IN SAME
EMAIL IS

s.22

s.22

Monetary Order Worksheet

#RTB-37

Note: This worksheet will help you submit and present your evidence in a clear and organized manner. Use this worksheet when submitting evidence to the Residential Tenancy Branch and to the other party. For more information on serving evidence, visit our website: www.gov.bc.ca/landlordtenant

File #: You are the: ☒ Applicant
☐ RespondentYou are the: ☒ Landlord/Agent
☐ Tenant/Agent**Your full name** (if name is a business name, enter the full legal business name in the 'last name' box)s.22 s.22
last name or the full legal business name first and middle name(s)
last name or the full legal business name first and middle name(s)**Dispute Address:** (as recorded on the tenancy agreement)s.22 s.22 s.22
site/unit number street number and street name city B.C. province**Your monetary claim is for:**

- | | |
|---|---|
| <input type="checkbox"/> Unpaid rent/utilities | <input checked="" type="checkbox"/> Keeping/Returning all or part of deposits |
| <input checked="" type="checkbox"/> Costs of repairing damage | <input type="checkbox"/> Emergency repairs |
| <input checked="" type="checkbox"/> Cleaning costs | <input checked="" type="checkbox"/> Other losses: <u>Loss of RENT for July 2015</u> |

In support of your claim, you are submitting copies of the following documents:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Tenancy agreement | <input type="checkbox"/> Utilities bills |
| <input checked="" type="checkbox"/> Move-in inspection report | <input checked="" type="checkbox"/> Photos (numbered and labelled) |
| <input checked="" type="checkbox"/> Move-out inspection report | <input checked="" type="checkbox"/> Receipts (itemized on reverse side) |
| <input type="checkbox"/> End of tenancy notice | <input checked="" type="checkbox"/> Invoices (itemized on reverse side) |
| <input checked="" type="checkbox"/> Forwarding address notice | <input type="checkbox"/> Written estimates (itemized on reverse side) |
| <input type="checkbox"/> Rent increase notice | <input checked="" type="checkbox"/> Letters/statements from third parties |
| <input type="checkbox"/> Returned cheques | <input checked="" type="checkbox"/> Other: <u>EMAILS FROM s.22</u> <u>Appointing s.22</u> <u>and letter from s.22</u> |

Your personal information is collected under section 26 (a) and (c) of the *Freedom of Information and Protection of Privacy Act* for the purpose of administering the *Residential Tenancy Act* and *Manufactured Home Park Tenancy Act*. If you have any questions regarding the collection of your personal information, please contact an information officer by calling 604-660-1020 in Greater Vancouver; 250-387-1602 in Victoria; or 1-800-665-8779 elsewhere in B.C.

FOR MORE INFORMATION

RTB website: www.gov.bc.ca/landlordtenant

Public Information Lines 1-800-665-8779 (toll-free) Greater Vancouver 604-660-1020 Victoria 250-387-1602

Attach copies of receipts or professional estimates to support your claim.
Please number each document for easy reference.

Document Number	Receipt / Estimate From	For	Amount
#1	CANADIAN TIRE & BROWN'S REPAIR SHOP	CLEANING Supplies	\$ 50.09
#2	BROWN'S REPAIR SHOP	RE-KEY DEAD BOLTS AT UNIT 36	\$ 118.66
#3	Home Depot	KILS ODOR REMOVING PAINT	\$ 30.88
#4	Westsyde Home Hardware	BLEACH AND PAINTROLLER KIT	\$ 18.79
#5	CANADIAN TIRE	REPLACEMENT TOILET SEAT	\$ 49.59
#6	Westsyde Home Hardware	PAINT PRIMER TO REMOVE SMELLS & SUPPORT PRODUCTS	\$ 132.52
#7	MISSION FLATS LAND FILL	Dumping Fee	\$ 15 ⁰⁰ .
#8	s.22	CLEANING FEES	\$ 200 ⁰⁰
#9	END OF THE ROLL op by 567743 BCLTD	REPLACEMENT CARPETS	\$ 1770.19
#10	END OF THE ROLL op. BY 567743 BCLTD	LABOUR TO INSTALL CARPETS	\$ 596.82
Total monetary order claim			\$ 4700.94

Attach additional page(s) if necessary.

* See Page 3

s.22

Print name

s.22

Signature

Landlord/Agent/Tenant
(please circle correct one)

Date

July 14, 2015

ADDITIONAL FILE FOR COPIES

of RECEIPTS OR PROFESSIONAL ESTIMATE.

DOCUMENT NUMBER	RECEIPT/ESTIMATE FROM	FOR	AMOUNT
# 11	s.22	LABOUR TO REMOVE OLD CARPETS, CLEAN + PAINT FLOORS. WALLS + CEILINGS	\$500.00
# 12	MISSION FLATS LAND RILL	Dumping Fee FOR OLD CARPETS + underlay	18.40.
# 13	s.22	- POTENTIAL July TENANT LOST AS UNIT UNFIT TO MOVE INTO ON July 1st/2015	Proof of ATTEMPT TO RENT UNIT in July/2015 \$1200.00

Total Monetary
Order CLAIM \$4700.94

s.22

Print Name //

Signature of Landlord

July 14, 2015



Residential Tenancy Branch

Residential Tenancy Agreement

Important Notes:

#RTB-1

The Residential Tenancy Branch (RTB) is of the opinion that this Residential Tenancy Agreement accurately reflects the Residential Tenancy Act (RTA) and accompanying regulations. The RTB makes no representations or warranties regarding the use of this Agreement. A landlord and tenant may wish to obtain independent advice regarding whether this agreement satisfies their own personal or business needs. For the rental of a manufactured home and a manufactured home site under a single tenancy agreement, use this agreement form. For the rental of a manufactured home site use the Manufactured Home Site Tenancy Agreement.

The words **tenant** and **landlord** in this tenancy agreement have the same meaning as in the Residential Tenancy Act (RTA), and the singular of these words includes the plural. In this tenancy agreement, the words **residential property** have the same meaning as in the RTA. **Residential property** means a building, a part of a building or related group of buildings, in which one or more rental units or common areas are located; the parcel or parcels on which the building, related group of buildings or common areas are located; the rental unit and common areas and any other structure located on the parcel or parcels.

HOW TO COMPLETE THIS FORM ELECTRONICALLY: If you are accessing this agreement form from the B.C. Government Web site, it can be printed and completed by hand (print clearly, using dark ink) or filled out while at the computer workstation—simply type your responses in the boxes. If you cannot complete all the sections at the computer right away, you can print off what you have completed and fill in the remaining fields by hand. Note, you **cannot save** the completed form to your computer, therefore, after you complete the form, make sure you review the form for accuracy and print the number of copies you require **before** you leave the document or shut down the program/computer.

IF ADDITIONAL SPACE IS REQUIRED TO LIST ALL PARTIES, complete and attach Schedule of Parties (#RTB-26)

RTB-26 used & attached: ☐

RESIDENTIAL TENANCY AGREEMENT between: (use full, correct legal names)

the **LANDLORD(S)**: (if entry for landlord is a business name, use the 'last name' field box to enter the full legal business name)

s.22	s.22
last name	first and middle name(s)
s.22	
	first and middle name(s)

and the **TENANT(S)**:

s.22	s.22
last name	first and middle name(s)
s.22	
last name	first and middle name(s)

ADDRESS OF PLACE BEING RENTED TO TENANT(S) (called the 'rental unit' in this agreement):

s.22	700 Collingwood Dr.	Kamloops	B.C.	s.22
unit	address	city	province	postal code

ADDRESS FOR SERVICE of the ☐ landlord ☒ landlord's agent:

s.22	s.22	Kamloops	B.C.	s.22
unit	address	city	province	postal code
s.22	s.22			
daytime phone number	other phone number	fax number for service		

1. APPLICATION OF THE RESIDENTIAL TENANCY ACT

- 1) The terms of this tenancy agreement and any changes or additions to the terms may not contradict or change any right or obligation under the Residential Tenancy Act or a regulation made under that Act, or any standard terms. If a term of this tenancy agreement does contradict or change such a right, obligation or standard term, the term of the tenancy agreement is void.
- 2) Any change or addition to this tenancy agreement must be agreed to in writing and initialed by both the landlord and the tenant. If a change is not agreed to in writing, is not initialed by both the landlord and the tenant or is unconscionable, it is not enforceable.
- 3) The requirement for agreement under subsection (2) does not apply to:
 - a) a rent increase given in accordance with the Residential Tenancy Act,
 - b) a withdrawal of, or a restriction on, a service or facility in accordance with the Residential Tenancy Act, or
 - c) a term in respect of which a landlord or tenant has obtained a dispute resolution officer's order that the agreement of the other is not required.

2. LENGTH OF TENANCY (please fill in the dates and times in the spaces provided)

This tenancy starts on:

1	Oct	2014
day	month	year

Length of tenancy: (please check a, b or c and provide additional information as requested)

This tenancy is:

☐ a) on a month-to-month basis
☒ b) for a fixed length of time:

1 year	ending on:	30	Sept	2015
length of time		day	month	year

At the end of this fixed length of time: (please check one option; i or ii)

☒ i) the tenancy may continue on a month-to-month basis or another fixed length of time
☐ ii) the tenancy ends and the tenant must move out of the residential unit
 If you choose this option, both the landlord and tenant must initial in the boxes to the right.

Landlord's Initials	Tenant's Initials
------------------------	----------------------

☐ c) other periodic tenancy as indicated below:
☐ weekly ☐ bi-weekly ☐ other:
3. RENT (please fill in the information in the spaces provided)a) **Payment of Rent:**
 The tenant will pay the rent of \$

1200.00

 each (check one) ☐ day ☐ week ☒ month to the landlord on the first day of the rental period which falls on the (due date, e.g., 1st, 2nd, 3rd, ..., 31st)

1st

 day of each (check one) ☒ day ☐ week ☒ month subject to rent increases given in accordance with the RTA.

The tenant must pay the rent on time. If the rent is late, the landlord may issue a Notice to End Tenancy to the tenant, which may take effect not earlier than 10 days after the date the notice is given.

 b) **What is included in the rent:** (Check only those that are included and provide additional information, if needed.)
 The landlord must not terminate, or restrict a service or facility that is essential to the tenant's use of the rental unit as living accommodation, or that is a material term of the tenancy agreement.

<input checked="" type="checkbox"/> Water	<input checked="" type="checkbox"/> Stove and Oven	<input checked="" type="checkbox"/> Window Coverings	<input checked="" type="checkbox"/> Storage
<input type="checkbox"/> Electricity	<input checked="" type="checkbox"/> Dishwasher	<input type="checkbox"/> Cablevision	<input checked="" type="checkbox"/> Garbage Collection
<input type="checkbox"/> Heat	<input checked="" type="checkbox"/> Refrigerator	<input checked="" type="checkbox"/> Laundry (free)	<input checked="" type="checkbox"/> Parking for 2 vehicle(s)
<input type="checkbox"/> Furniture	<input checked="" type="checkbox"/> Carpets	<input type="checkbox"/> Sheets and Towels	<input checked="" type="checkbox"/> Other: Subject to all strat...

☒ Additional Information:

Tenant responsible to keep carport, rear yard tidy...

* Carpet to be professionally cleaned when vacating
 unit at tenants expense + copy of receipt to be given to
 Landlord

4. SECURITY DEPOSIT AND PET DAMAGE DEPOSIT**A. Security Deposits**The tenant is required to pay a security deposit of \$ **600.00**by **1** **OCTOBER** **2014**
day month year*** ONE CAT****B. Pet Damage Deposit** ☐ not applicableThe tenant is required to pay a pet damage deposit of \$ **600.00**by **1** **OCTOBER** **2014**
day month year

- 1) The landlord agrees
 - a) that the security deposit and pet damage deposit must each not exceed one half of the monthly rent payable for the residential property,
 - b) to keep the security deposit and pet damage deposit during the tenancy and pay interest on it in accordance with the regulation, and
 - c) to repay the security deposit and pet damage deposit and interest to the tenant within 15 days of the end of the tenancy agreement, unless
 - i) the tenant agrees in writing to allow the landlord to keep an amount as payment for unpaid rent or damage, or
 - ii) the landlord applies for dispute resolution under the Residential Tenancy Act within 15 days of the end of the tenancy agreement to claim some or all of the security deposit or pet damage deposit.
- 2) The 15 day period starts on the later of
 - a) the date the tenancy ends, or
 - b) the date the landlord receives the tenant's forwarding address in writing.
- 3) If a landlord does not comply with subsection (1), the landlord
 - a) may not make a claim against the security deposit or pet damage deposit, and
 - b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both.
- 4) The tenant may agree to use the security deposit and interest as rent only if the landlord gives written consent.

5. PETS

Any term in this tenancy agreement that prohibits, or restricts the size of, a pet or that governs the tenant's obligations regarding the keeping of a pet on the residential property is subject to the rights and restrictions under the Guide Animal Act.

6. CONDITION INSPECTIONS

- 1) In accordance with sections 23 and 35 of the Act [condition inspections] and Part 3 of the regulation [condition inspections], the landlord and tenant must inspect the condition of the rental unit together
 - a) when the tenant is entitled to possession,
 - b) when the tenant starts keeping a pet during the tenancy, if a condition inspection was not completed at the start of the tenancy, and
 - c) at the end of the tenancy.
- 2) The landlord and tenant may agree on a different day for the condition inspection.
- 3) The right of the tenant or the landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property is extinguished if that party does not comply with section 24 and 36 of the Residential Tenancy Act [consequences if report requirements not met].

7. PAYMENT OF RENT

- 1) The tenant must pay the rent on time, unless the tenant is permitted under the Act to deduct from the rent. If the rent is unpaid, the landlord may issue a notice to end a tenancy to the tenant, which may take effect not earlier than 10 days after the date the tenant receives the notice.
- 2) The landlord must not take away or make the tenant pay extra for a service or facility that is already included in the rent, unless a reduction is made under section 27 (2) of the Act.
- 3) The landlord must give the tenant a receipt for rent paid in cash.
- 4) The landlord must return to the tenant on or before the last day of the tenancy any post-dated cheques for rent that remain in the possession of the landlord. If the landlord does not have a forwarding address for the tenant and the tenant has vacated the premises without notice to the landlord, the landlord must forward any post-dated cheques for rent to the tenant when the tenant provides a forwarding address in writing.

8. RENT INCREASE

- 1) Once a year the landlord may increase the rent for the existing tenant. The landlord may only increase the rent 12 months after the date that the existing rent was established with the tenant or 12 months after the date of the last legal rent increase for the tenant, even if there is a new landlord or a new tenant by way of an assignment. The landlord must use the approved Notice of Rent Increase form available from any Residential Tenancy Office or Service BC-Government Agent Office.
- 2) A landlord must give a tenant 3 whole months notice, in writing, of a rent increase. [For example, if the rent is due on the 1st of the month and the tenant is given notice any time in January, including January 1st, there must be 3 whole months before the increase begins. In this example, the months are February, March and April, so the increase would begin on May 1st.]
- 3) The landlord may increase the rent only in the amount set out by the regulation. If the tenant thinks the rent increase is more than is allowed by the regulation, the tenant may talk to the landlord or contact the Residential Tenancy Branch for assistance.
- 4) Either the landlord or the tenant may obtain the percentage amount prescribed for a rent increase from the Residential Tenancy Branch.

9. ASSIGN OR SUBLET

- 1) The tenant may assign or sublet the rental unit to another person with the written consent of the landlord. If this tenancy agreement is for a fixed length of 6 months or more, the landlord must not unreasonably withhold consent. Under an assignment a new tenant must assume all of the rights and obligations under the existing tenancy agreement, at the same rent. The landlord must not charge a fee or receive a benefit, directly or indirectly, for giving this consent.
- 2) If a landlord unreasonably withholds consent to assign or sublet or charges a fee, the tenant may apply for dispute resolution under the Residential Tenancy Act.

10. REPAIRS

- 1) Landlord's obligations:
 - a) The landlord must provide and maintain the residential property in a reasonable state of decoration and repair, suitable for occupation by a tenant. The landlord must comply with health, safety and housing standards required by law.
 - b) If the landlord is required to make a repair to comply with the above obligations, the tenant may discuss it with the landlord. If the landlord refuses to make the repair, the tenant may

seek a dispute resolution officer's order under the Residential Tenancy Act for the completion and costs of the repair.

2) Tenant's obligations:

- a) The tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The tenant must take the necessary steps to repair damage to the residential property caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant. The tenant is not responsible for reasonable wear and tear to the residential property.
- b) If the tenant does not comply with the above obligations within a reasonable time, the landlord may discuss the matter with the tenant and may seek a monetary order through dispute resolution under the Residential Tenancy Act for the cost of repairs, serve a notice to end a tenancy, or both.

3) Emergency Repairs:

- a) The landlord must post and maintain in a conspicuous place on the residential property, or give to the tenant in writing, the name and telephone number of the designated contact person for emergency repairs.
- b) If emergency repairs are required, the tenant must make at least two attempts to telephone the designated contact person, and then give the landlord reasonable time to complete the repairs.
- c) If the emergency repairs are still required, the tenant may undertake the repairs, and claim reimbursement from the landlord, provided a statement of account and receipts are given to the landlord. If the landlord does not reimburse the tenant as required, the tenant may deduct the cost from rent. The landlord may take over completion of the emergency repairs at any time.
- d) Emergency repairs must be urgent and necessary for the health and safety of persons or preservation or use of the residential property and are limited to repairing
 - i) major leaks in pipes or the roof,
 - ii) damaged or blocked water or sewer pipes or plumbing fixtures,
 - iii) the primary heating system,
 - iv) damaged or defective locks that give access to a rental unit, or
 - v) the electrical systems.

11. OCCUPANTS AND GUESTS

- 1) The landlord must not stop the tenant from having guests under reasonable circumstances in the rental unit.
- 2) The landlord must not impose restrictions on guests and must not require or accept any extra charge for daytime visits or overnight accommodation of guests.
- 3) If the number of occupants in the rental unit is unreasonable, the landlord may discuss the issue with the tenant and may serve a notice to end a tenancy. Disputes regarding the notice may be resolved through dispute resolution under the Residential Tenancy Act.

12. LOCKS

- 1) The landlord must not change locks or other means of access to residential property unless the landlord provides each tenant with new keys or other means of access to the residential property.
- 2) The landlord must not change locks or other means of access to a rental unit unless the tenant agrees and is given new keys.
- 3) The tenant must not change locks or other means of access to
 - a) common areas of residential property, unless the landlord consents to the change, or
 - b) his or her rental unit, unless the landlord consents in writing to, or a dispute resolution officer has ordered, the change.

13. LANDLORD'S ENTRY INTO RENTAL UNIT

- 1) For the duration of this tenancy agreement, the rental unit is the tenant's home and the tenant is entitled to quiet enjoyment, reasonable privacy, freedom from unreasonable disturbance, and exclusive use of the rental unit.
- 2) The landlord may enter the rental unit only if one of the following applies:
 - a) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant a written notice which states
 - i) the purpose for entering, which must be reasonable, and
 - ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant agrees otherwise;
 - b) there is an emergency and the entry is necessary to protect life or property;
 - c) the tenant gives the landlord permission to enter at the time of entry or not more than 30 days before the entry;
 - d) the tenant has abandoned the rental unit;
 - e) the landlord has an order of a dispute resolution officer or court saying the landlord may enter the rental unit;

f) the landlord is providing housekeeping or related services and the entry is for that purpose and at a reasonable time.

3) The landlord may inspect the rental unit monthly in accordance with subsection (2) (a).

4) If a landlord enters or is likely to enter the rental unit illegally, the tenant may apply for a dispute resolution officer's order under the Residential Tenancy Act, to change the locks, keys or other means of access to the rental unit and prohibit the landlord from obtaining entry into the rental unit. At the end of the tenancy, the tenant must give the key to the rental unit to the landlord.

14. ENDING THE TENANCY

- 1) The tenant may end a monthly, weekly or other periodic tenancy by giving the landlord at least one month's written notice. A notice given the day before the rent is due in a given month ends the tenancy at the end of the following month. [For example, if the tenant wants to move at the end of May, the tenant must make sure the landlord receives written notice on or before April 30th.]
- 2) This notice must be in writing and must
 - a) include the address of the rental unit,
 - b) include the date the tenancy is to end,
 - c) be signed and dated by the tenant, and
 - d) include the specific grounds for ending the tenancy, if the tenant is ending a tenancy because the landlord has breached a material term of the tenancy.
- 3) If this is a fixed term tenancy and the agreement does not require the tenant to vacate at the end of the tenancy, the agreement is renewed as a monthly tenancy on the same terms until the tenant gives notice to end a tenancy as required under the Residential Tenancy Act.
- 4) The landlord may end the tenancy only for the reasons and only in the manner set out in the Residential Tenancy Act and the landlord must use the approved notice to end a tenancy form available from the Residential Tenancy Office.
- 5) The landlord and tenant may mutually agree in writing to end this tenancy agreement at any time.
- 6) The tenant must vacate the residential property by 1 p.m. on the day the tenancy ends, unless the landlord and tenant otherwise agree.

15. LANDLORD TO GIVE TENANCY AGREEMENT TO TENANT

The landlord must give the tenant a copy of this agreement promptly, and in any event within 21 days of entering into the agreement.

16. RESOLUTION OF DISPUTES

Either the tenant or the landlord has the right to apply for dispute resolution to resolve a dispute, as provided under the Residential Tenancy Act.

17. ADDITIONAL TERMS

- a) Write down any additional terms which the tenant and the landlord agree to. Additional terms may cover matters such as pets, yard work, smoking and snow removal. Additional pages may be added.
- b) Any addition to this tenancy agreement must comply with the *Residential Tenancy Act* and regulations, and must clearly communicate the rights and obligations under it. If a term does not meet these requirements, or is unconscionable, the term is not enforceable.
- c) Attached to this tenancy agreement, there ☐ is ☒ is not an Addendum

If there is an Addendum attached, provide the following information on the Addendum that forms part of this tenancy agreement:

Number of pages of the Addendum:

Number of additional terms in the Addendum:

By signing this tenancy agreement, the landlord and the tenant are bound by its terms.

LANDLORD(S): (if entry for landlord is a business name, use the 'last name' field box to enter the full legal business name)

s.22

s.22

last name s.22

first and middle name(s)

Signature

Date:

OCT 1, 2014

s.22

s.22

first and middle name(s)

Signature s.22

Date:

OCT 1, 2014

TENANT(S):

s.22

s.22

last name

first and middle name(s)

Signature: s.22

Date:

s.22

s.22

last name s.22

first and middle name(s)

Signature:

Date:

OCT 1, 2014

General Information about Residential Tenancy Agreements

Important Legal Document – This tenancy agreement is an important legal document. Keep it in a safe place.

Additional Terms – Any additional terms cannot contradict or change any right or duty under the RTA or this tenancy agreement.

Amendment of the RTA – The RTA or a regulation made under the RTA, as amended from time to time, take priority over the terms of this tenancy agreement.

Condition Report – The landlord and tenant are required to inspect the residential unit together at the beginning and end of the tenancy. The landlord must complete a written condition report. If the landlord allows the tenant to have a pet after the start of the tenancy, an inspection report must be done on the day the tenant starts keeping a pet or on another day mutually agreed to by the landlord and tenant. The tenancy started on or after January 1, 2004, and a condition inspection report was completed at that time. A report must include: any damage, how clean each room is, and the general condition of the residential unit including: the floors, carpets, walls, and paint on the walls. The report must be signed and dated by both the landlord and the tenant who made the inspection. The landlord must keep a copy.

Landlord – A new landlord has the same rights and duties as the previous one and must follow all the terms of this tenancy agreement. The tenant and new landlord agree to other terms.

Disputes – If problems or disagreements arise, the landlord and tenant should try to talk to each other to find a solution. If they cannot agree, either may contact the Residential Tenancy Branch for clarification of their rights and responsibilities or an agreement is reached, a landlord or a tenant may apply for a dispute resolution to get a decision. Many, but not all, disputes can be decided by dispute resolution.

FOR MORE INFORMATION

RTB website: www.gov.bc.ca/landlordtenant

Phone Lines 1-800-665-8779 (toll-free) Greater Vancouver 604-660-1020 Victoria 250-387-1602



Residential Tenancy Branch

Condition Inspection Report

SEE INSTRUCTIONS FOR COMPLETING FORM ON LAST PAGE

#RTB - 27

A. LEGAL NAME OF LANDLORD (if entry is a business name, enter the full legal business name)

E. POSSESSION DATE

last name, first & middle names

1 Oct 2014
day month year

B. LANDLORD'S ADDRESS FOR SERVICE

F. MOVE-IN INSPECTION DATE

unit #

street address

city

province

postal code

19 Sept 2014
day month year

C. LEGAL NAME OF TENANT

G. MOVE-OUT DATE

s.22

s.22

1 07 2015
day month year

last name, first & middle names

D. ADDRESS OF RENTAL UNIT

H. MOVE-OUT INSPECTION DATE

s.22

unit #

700- Collingwood

Kamloops

B.C.

s.22

3 July 2015
day month year

street address

city

province

postal code

I. LEGAL NAME OF TENANT'S AGENT (if applicable)

On Move-In

On Move-Out

Condition Codes:		Condition at Beginning of Tenancy		Condition at End of Tenancy	
✓ = Good	D = Damaged	COMMENT	CODE	COMMENT	CODE
F = Fair	S = Scratched				
P = Poor	B = Broken	COMMENT	CODE	COMMENT	CODE
M = Missing	DT = Dirty				
	ST = Stained	COMMENT	CODE	COMMENT	CODE
J. ENTRY		Walls and Trim	✓		DT
		Ceilings	✓		DT
		Closets	✓		DT
		Lighting Fixtures/Ceiling Fan/Bulbs	✓		DT
		Windows/Coverings/Screens	tear in door screen	TEAR in screen door	✓
		Electrical Outlets	✓		DT
		Floor Carpet	tile	tile	DT
K. KITCHEN		Ceiling	✓		✓
		Walls and Trim	✓		DT
		Floor/Carpet	tile		DT
		Countertop	✓		DT
		Cabinets and Doors	✓		DT
		Stove/Stove Top	✓		DT
		Oven	✓		DT
		Exhaust Hood and Fan	✓		DT
		Taps, Sink and Stoppers	✓		DT
		Refrigerator	✓		DT
		Crisper/Shelves	mark on	MARK on	DT
		Freezer	✓		DT
		Door/Exterior	✓		DT
		Closet(s)	✓		DT
		Dishwasher	✓		✓
		Lighting Fixtures/Bulbs	✓		✓
		Windows/Coverings/Screens	✓		✓
		Electrical Outlets	✓		✓
L. LIVING ROOM		Ceiling	✓		✓
		Walls and Trim	Previous Nails		S+DT
		Floor/Carpet	gathering at entryway	door been cleaned	DT
		Air Conditioner/Cover	✓		✓
		Fireplace	✓		✓
		TV Cable/Adaptor	✓		✓
		Closet(s)	✓		S+DT
		Lighting Fixtures/Ceiling Fan/Bulbs	✓		✓
		Windows/Coverings/Screens	✓		✓
		Electrical Outlets	✓		S+DT

		COMMENT	CODE	COMMENT	CODE
M. DINING ROOM	Ceiling		✓		✓
	Walls and Trim		✓		S+DT
	Floor/Carpet		✓		DT
	Lighting Fixtures/Ceiling Fan/Bulbs		✓		✓
	Window/Coverings/Screens	See living room		See Living room	S+DT
	Electrical Outlets		✓		✓
N. STAIRWELL and HALL	Treads and Landings		✓		S+DT
	Railing/Bannister		✓		
	Walls and Trim		✓		S+DT
	Ceilings		✓		✓
	Closets		✓		✓
	Lighting Fixtures/Ceiling Fan/Bulbs		✓		✓
	Windows/Coverings/Screens		✓		✓
	Electrical Outlets		✓		B
O. MAIN BATHROOM	Ceiling		✓		✓
	Walls and Trim		✓		S+DT
	Floor/Carpet	Tile	✓		✓
	Cabinets and Mirror		✓		N/A
	Tub/Shower/Taps/Stopper	N/A	✓		✓
	Sink/Stopper/Taps		✓		S+DT
	Toilet		✓	Toilet Seat Missing	DT
	Door		✓		DT
	Lighting Fixtures/Ceiling Fan/Bulbs		✓		✓
	Windows/Coverings/Screens	N/A	✓		✓
	Electrical Outlets		✓		✓
P. MASTER BEDROOM (1)	Ceiling		✓		✓
	Walls and Trim		✓		S+DT
	Floor/Carpet		✓		✓
	Closet(s)		✓		✓
	Doors		✓		✓
	Lighting Fixtures/Ceiling Fan/Bulbs		✓	OFF TRACK	S+DT
	Windows/Coverings/Screens		✓		✓
	Electrical Outlets	Outlet cover Broken		Outlet cover Broken	✓
Q. BEDROOM (2)	Ceiling		✓		✓
	Walls and Trim		✓		S+DT
	Floor/Carpet		✓		DT
	Closet(s)		✓		✓
	Doors		✓		✓
	Lighting Fixtures/Ceiling Fan/Bulbs		✓	Missing	✓
	Windows/Coverings/Screens		✓		✓
	Electrical Outlets		✓		✓
R. EXTERIOR	Front and Rear Entrances		✓		
	Patio/Balcony Doors		✓		S+DT
	Garbage Containers	Side broken	✓	Side Broken	✓
	Glass and Frames		✓		✓
	Stucco and/or Siding		✓		✓
	Lighting Fixtures/Bulbs		✓		✓
	Grounds and Walks		✓		S+DT
	Electrical Outlets		✓		✓
S. UTILITY ROOM	Washer/Dryer	(Kitchen) Stacking	✓		DT
	Electrical Outlets		✓		✓
T. GARAGE OR PARKING AREA	Electrical Outlets		✓		✓
		Carport			DT

		COMMENT	CODE	COMMENT	CODE
U. BASEMENT	Stair and Stairwell				
	Walls and Floor/Carpet				
	Furnace, Water Heater, Plumbing				
	Windows/Coverings/Screens				
	Lighting Fixtures/Bulbs				
	Electrical Outlets				
V. STORAGE	Shed	Roof leaks, floor rotten		Roof LEAKS FLOOR PATCHED	
W. KEYS AND CONTROLS	TYPE OF KEY OR CONTROL	# ISSUED AT START OF TENANCY		# RETURNED AT END OF TENANCY	
	Building Entrance Keys				
	Rental Unit Entrance Main Locks	2 Keys issued		None Returned	
	Rental Unit Deadbolt				
	Parking Remote Control				

START OF TENANCY

X. Repairs to be completed at start of tenancy: (list repairs)

Y. I, (Tenant's name) s.22

s.22

☒ agree that this report fairly represents the condition of the rental unit☐ do not agree that this report fairly represents the condition of the rental unit for the following reasons:

END OF TENANCY

Z. Damage to rental unit or residential property for which the tenant is responsible: *SMELLS IN WALLS & ceiling*
** CARPETS THROUGH OUT UNIT IN LIVINGROOM/DINING AREA,*
STAIRS, UPPER HALL & 2 UPSTAIRS BEDROOM ALL STAINED AND SOILED
AND RUINED BY
ANIMAL URINE

1. I, (Tenant's name)

☐ agree that this report fairly represents the condition of the rental unit☐ do not agree that this report fairly represents the condition of the rental unit for the following reasons:

2. I agree to the following deductions from my security and/or pet damage deposit:

Security Deposit: Pet Damage Deposit:

Date (dd/mm/yy): Signature of Tenant:

s.22

s.22

3. Landlord's Signature: (on Move-

(on Move-

4. Tenant's Signature: (on Move-In) s.22

(on Move-Out) s.22

5. Tenant's Forwarding Address:

3RD PARTY WITNESS FOR
MOVE OUT INSPECTION
s.22

6. Landlord Name & Address at

unit # street address

city

province

postal code

End of Tenancy:

s.22

last name, first & middle names (if entry for landlord is a business name, enter full legal business name)

s.22

s.22

s.22

s.22

s.22

unit #

street address

city

province

postal code

INSTRUCTIONS FOR COMPLETING RENTAL UNIT CONDITION REPORT

The landlord and tenant or their representatives are to view the condition of the rental unit together and record the condition of the rental unit at the time of move-in and at the time of move-out by the tenant.

This form is provided as a sample only. If this form is not used, landlords and tenants must ensure that their form complies with the Residential Tenancy Regulation (Part 3, sections 19 & 20).

If the landlord or tenant complete improvements, it is recommended that a new condition inspection report is completed or an addendum signed by both parties is attached to this report.

At the Start of the Tenancy:

1. Box A: Insert the legal name of the landlord.
2. Box B: Insert the landlord's address for service at the start of the tenancy.
3. Box C: Insert the legal name of the tenant.
4. Box D: Insert the address of the rental unit, including suite or apartment number and street address as set out in the tenancy agreement.
5. Box E: Insert the date the tenant is entitled to possession of the rental unit.
6. Box F: Insert the date the move-in inspection is conducted.
7. Box I: Insert the names of the person who carries out the inspection on behalf of the tenant, if not the tenant.
8. Boxes J, K, L, M, N, O, P, Q, R, S, T, U and V: Use the "Comment" and "Code" columns under the heading "Condition at Beginning of Tenancy" to record the code that best describes the condition of the premises at the beginning of the tenancy for each of the rooms or areas of the rental unit listed in these boxes. Under the Code column list the code for the word that best describes the state of repair or damage, and the code that best describes the state of cleanliness of the unit. If condition and cleanliness are both good, use the ✓. If not, only one code for condition and one code for cleanliness (DT or ST), should be used. Use the comment column to provide details, if necessary, to better describe the condition described by the codes. FOR EXAMPLE: if the ceiling had 3 small holes in it and was clean, on the "ceiling" line you would insert in the Code column the code letter "D" to indicate that the ceiling was damaged and would write the words "3 small holes" in the comment column to describe the damage. If the ceiling was also dirty, you would also insert the letters DT in the Code column. Blank lines should be used to add items such as furniture and electrical connections that are not specified on the form. Tenants can use the "comments" column to note any specific disagreement with the landlord's assessment.
9. Box W: Keys and Controls. Use this section to record the number of keys or controls given to the tenants at the beginning of the tenancy. Keys and controls include metal or plastic door keys, and remote controls to open secured parking gates or garage doors.
10. Box X: Use this box to list repairs that need to be done at the start of the tenancy.

11. Box Y: If the tenant disagrees with the report, check "disagree, for the following reasons", note the parts of the report that he or she disagrees with, if any, and set out the condition that he or she thinks best describes that part of the rental unit, and then sign and date this box. If the tenant agrees with report, check "agree", and sign and date the box.
12. Box 3: The landlord is to sign in this box on move-in, indicating that the report has been completed.
13. Box 4: The tenant, or the tenant's agent, is to sign in this box on move-in, indicating that the report has been completed.
14. The landlord should give the tenant a signed copy of this report immediately, if possible, or must provide a signed copy to the tenant within 7 days of the inspection.

At the End of the Tenancy:

15. Box G: Insert the date the tenant moves out of the rental unit.
16. Box H: Insert the date the move-out inspection is carried out.
17. Box I: Insert the names of the person who carries out the inspection on behalf of the tenant, if not the tenant.
18. Boxes J, K, L, M, N, O, P, Q, R, S, T, U and V: Following the procedure set out in (8), using the column for "Condition at End of Tenancy".
19. Box W: Record the number of keys or controls returned by the tenants at the end of the tenancy.
20. Box Z: Use this box to list all damage to the rental unit or residential property for which the tenant is responsible.
21. Box 1: If the tenant disagrees with the report, check "do not agree, for the following reasons", note the parts of the report that he or she disagrees with, if any, and set out the condition that he or she thinks best describes that part of the rental unit, and then sign and date this box. If the tenant agrees with report, check "agree", and sign and date the box.
22. Box 2: If, at the end of the tenancy, the tenant agrees that the landlord may retain all or a part of the security deposit or the pet damage deposit to pay a liability or obligation owed by the tenant to the landlord, the tenant should set out details of the amounts to be deducted, and what each amount is for. The tenant's agent cannot agree to deductions from the security or pet damage deposit without authorization from the tenant.
23. Box 3: The landlord is to sign in this box on move-out, indicating that the report has been completed.
24. Box 4: The tenant, or the tenant's agent, is to sign in this box on move-out, indicating that the report has been completed.
25. Box 5: The tenant, or the tenant's agent, is to insert the tenant's forwarding address in this space so that the landlord will have an address to forward the security deposit and mail, to the tenant.
26. Box 6: The landlord is to insert his or her name and current mailing address in this space so that the tenant may know where and how to contact the landlord in the future.
27. The landlord should give the tenant a signed copy of this report immediately, if possible. If the landlord needs to have a copy made, a signed copy must be provided to the tenant within 15 days after the later of, the date the inspection was completed, and the date the landlord receives the tenant's forwarding address in writing.

FOR MORE INFORMATION . . .

RTB website: www.rto.gov.bc.ca

Public Information Lines: 1-800-665-9779 (toll free) 604-660-1020 250-387-1602

CANADIAN TIRE STORE #356

944 8TH. STREET

KAMLOOPS, BC 250-376-2013

PLEASE KEEP RECEIPT

NO REFUND/EXCHANGE WITHOUT THIS RECEIPT

HST#102551249

REG #: 57 07/04/2015 09:50:06 TRANS #: 32

OPERATOR #: 219 Float: 001

042-9632-2	SQUEEZE MOP	\$	5.99
142-5018-2	77L REFUSE CAN	\$	15.99
042-9734-0	FRANK OUT 30PK	\$	9.88
053-5380-8	LYSOL APC TRIG	\$	3.39
053-3039-6	CLOROX CONC. BLEA	\$	3.19
053-1465-2	WINDEX ANTIBAC	\$	3.99
042-1892-0	FRANK HSHLD GLV	\$	2.29

\$50.09

SUBTOTAL	\$	44.72
GST 5%	\$	2.24
PST 7%	\$	3.13
TOTAL	\$	50.09
VISA TEND	\$	50.09

VISA PURCHASE

VISA #: *****s.22

CHIP CARD

2015/07/04 12:51:09

REF #: 66026430 0010010011 C

AUTHORIZATION #: 006337

A0000000031010

VISA CREDIT

0080008000F800

01 APPROVED - THANK YOU 027

IMPORTANT

Retain this copy for your records

Register for a My CT 'Money' account.
Collect a CT 'Money' to redeem at
Canadian Tire. Visit us online at
canadiantire.ca or download the
Canadian Tire Mobile App.

CUSTOMER COPY

Visit canadiantire.ca or download the
Canadian Tire Mobile App today!

At Canadian Tire, We Care!

Tell us how we did today. You could win
a \$1000 Canadian Tire Gift Card! Submit
a survey at: www.tellicdnrtire.com OR via
telephone: 1-888-431-5595. No purchase
necessary. Contest ends 12-31-15. Open
to legal residents of Canada, age of
majority or older. Math skill-test
required. Odds of winning depend on #
of entries received. Conditions apply.
For contest rules visit website.

2702-6030-35400-1190

s.22

30 DAY PRICE GUARANTEE

RETURN POLICY

FOR A FULL REFUND: WITHIN 90 DAYS,
PRODUCT MUST BE UNUSED AND IN ORIGINAL
PACKAGING, WITH RECEIPT AND CT MONEY.

FOR DEFECTIVE PRODUCT:

THE MANUFACTURER'S WARRANTY WILL APPLY

CLEANING SUPPLIES
700 Carried

\$118.66

BROWN'S REPAIR SHOP LTD.

GST #R122214141

220 Lansdowne Street
KAMLOOPS, B.C. V2C 1X7
Phone (250) 372-3656

No. 2.

SOLD BY		TELEPHONE		DATE 7/10/15	
NAME REPLACE LOCKS & RE-KEY					
ADDRESS -200 Thompson					
CASH	CHEQUE	CHARGE	DEBIT CARD	C.O.D.	ON ACCT.
	35				7.80
INSTRUCTIONS VISA					SUBTOTAL 112.50
					GST 5.83
					PST 5.3
TOTAL 118.46					

All claims and returned goods MUST be accompanied by this bill.

RECEIVED BY

21549

THANK YOU

COPIE DU CLIENT
CUSTOMER COPY
PLEASE RETAIN THIS COPY AS A RECORD OF YOUR TRANSACTION
CONSERVEZ CETTE COPIE COMME PREUVE DE VOTRE TRANSACTION

s.22 s.22

BROWN'S REPAIR SHOP
KAMLOOPS BC
C09006891 RVC
C07271 12/15

VISA
TOTAL \$ 118.46
CDN CAN

CARDHOLDER'S SIGNATURE
CARDHOLDER'S PAY COMPANY SIGNATURE
RECEIVED BY
DATE
TIME
SALES
FACT

Nc. 2.

BROWN'S REPAIR SHOP LTD.

GST #R122214141

220 Lansdowne Street
KAMLOOPS, B.C. V2C 1X7
Phone (250) 372-3656

SOLD BY		TELEPHONE		DATE	
NAME		ADDRESS		S.22	
CASH		CHEQUE		CHARGE	
C.O.D.		DEBIT CARD		ON ACCT.	
3/2		750		105	
INSTRUCTIONS		SUBTOTAL		GST	
VISA		112.50		5.83	
		PST		53	
		TOTAL		118.46	

21549

THANK YOU

SALES ORDER FACT

BROWNS REEVA 500P
KAMLOOPS AG
C9006891 NYC
407271 60030
2100

DESCRIPTION
VISA

CARDHOLDER'S SIGNATURE OR IMPRINT
CARDHOLDER'S NAME (AND COMPANY) SHOWN TO THIS READER
ASSIGNED TO CARDHOLDER'S ACCOUNT WITH CARD ISSUED
DATE OF SALE (MONTH AND YEAR) DATE OF SALE
DATE OF SALE (MONTH AND YEAR) DATE OF SALE
DATE OF SALE (MONTH AND YEAR) DATE OF SALE

SALES ORDER FACT

COPIE DU CLIENT
CUSTOMER COPY

COUSERVEZ CETTE COPIE COMME PREUVE
DE VOTRE TRANSACTION

22 s.22

No. 3



PAINT FOR
FLOORS TO
COVER URINE
SMELL
More saving.
More doing.™

1020 HILLSIDE DR. KAMLOOPS, BC V2E 2S5
250-371-4300 SM SHAWN MOCHRIE

7144 00010 33869 07/07/15 11:16 AM
CASHIER HAILEY - HXN4192

051652436624 L-VOC Or GL <A> 26.97
714071 ECO FEE <A,U>
EACH 0.60

SUBTOTAL 27.57
GST/HST 1.38
PST/QST 1.93

XXXXXXXXXXXXs.22 TOTAL \$30.88
AUTH CODE 062535/6101345 /ISA 30.88
AID A0000000031010 TA
VISA CREDIT

<U> - NON-DISCOUNTABLE ITEM

s.22

5% GST R135772911
7% PST 10004340
RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 05/10/2015
THE HOME DEPOT RESERVES THE RIGHT TO
LIMIT / DENY RETURNS. PLEASE SEE THE
RETURN POLICY SIGN IN STORES FOR
DETAILS.

KEEP YOUR RECEIPT FOR FASTER RETURNS
SHOP ONLINE AT WWW.HOMEDEPOT.CA

ENTER FOR A CHANCE
TO WIN A \$3,000
HOME DEPOT GIFT
CARD!

Your Opinion Counts! We would like to hear about your shopping experience.
Enter to win a \$3,000 Home Depot Gift Card by completing a brief survey about your store visit at:

www.homedepot.com/opinion

You will need the following to enter on-line:

User ID:
H89 75171 68037

Password:
15357 68027

Entries must be entered by 06/08/2015.
Entrants must be 18 or older to enter.
See complete rules on website. No purchase necessary.

(Le sondage est également offert en

KIS PAINT - FLOORS TO COVER URINE SMELL

No. 4

Westsyde Home Hardware
#15 3435 Westsyde Rd
Kamloops, BC V2B 7H1 Tel (250)579-9911

SKU	Qty	Price	Total
4510323	1	4.79	4.79 GP
BLEACH CLORX LIQUID CNCNTRI 3.57L			
1658229	1	11.99	11.99 GP
KIT, ROLLER 4PC BT MICROFIBRE			
Sub Total			16.78
GST			.84
PST			1.17
Total			18.79

Visa 18.79

07/06/15 @ 9:41am Trans#: 168146
Employee: Ron Register: POS1

Thank you for shopping at Home
Receipt Required for Exchange/Refund
GST# 896197407 Fax (250)579-5201

BLEACH + Roller
KIT TO Apply
Kills ~~odor~~
ODOR

REMOVE PAINT
TO UNITS FLOORS
AFTER CARPETS
REMOVED

CANADIAN TIRE STORE #356
944 8TH STREET
KAMLOOPS, BC 250-376-2013

PLEASE KEEP RECEIPT

NO REFUND/EXCHANGE WITHOUT THIS RECEIPT
HST#102551249
REG #: 57 07/10/2015 15:08:04 TRANS #: 36
OPERATOR #: 219 Float: 001

049-0511-0 BRUSH, WRE SET 3 \$ 4.29
063-1089-4 TOLIET ST, WOOD \$ 39.99

*Toilet
SEAT*

SUBTOTAL	\$	44.28
GST 5%	\$	2.21
PST 7%	\$	3.10
TOTAL	\$	49.59
VISA TEND	\$	49.59

VISA PURCHASE

VISA #: ***** s.22

CHIP CARD

2015/07/10 18:08:28

REF #: 66026430 0010010011 C

AUTHORIZATION #: 018992

A0000000031010

VISA CREDIT

0080008000F800

01 APPROVED - THANK YOU 027

IMPORTANT

Retain this copy for your records

Register for a My CT 'Money' account.
Collect a CT 'Money' to redeem at
Canadian Tire. Visit us online at
canadiantire.ca or download the
Canadian Tire Mobile App.

CUSTOMER COPY

Visit canadiantire.ca or download the
Canadian Tire Mobile App today!

At Canadian Tire, We Care!
Tell us how we did today. You could win
a \$1000 Canadian Tire Gift Card! Submit
a survey at: www.telldntire.com OR via
telephone: 1-888-431-5595. No purchase
necessary. Contest ends 12-31-15. Open
to legal residents of Canada, age of
majority or older. Math skill-test
required. Odds of winning depend on #
of entries received. Conditions apply.
For contest rules visit website.

2716-6030-35000-1194

s.22

30 DAY PRICE GUARANTEE

RETURN POLICY

FOR A FULL REFUND: WITHIN 90 DAYS.
PRODUCT MUST BE UNUSED AND IN ORIGINAL
PACKAGING. WITH RECEIPT AND CT MONEY.

FOR DEFECTIVE PRODUCT:
THE MANUFACTURER'S WARRANTY WILL APPLY

Replace Broken upstairs Toilet Seat

#5

#6

ODOUR + STAIN PAINT

Westside Home Hardware

Kamloops, BC V2B 7H1 Tel (250)579-9911

SKU	Qty	Price	Total
1656461	1	8.97	8.97 GP
KIT, PAINT ROLLER GP# 3PC9-1/2			
1850740	3	33.99	101.97 GP
PRM, L I/E SRF 3.78 BT11800 WHT			
per fee	3	0.60	1.80
CONSUMER PAINT PRODUCTS			
5540186	1	2.99	2.99 GP
TAPE, DUCT CLOTH HH .48MMX10M			
3224745	2	1.39	2.78 GP
CLAMP, HOSE ALL SS #12 1"			

Sub Total 118.51
 GST 5.84
 PST 8.17
Total 132.52
 Visa 132.52

07/05/15 @ 2:38pm Trans#: 104273
 Employee: Ron Register: POS2

Thank you for shopping at Home
 Receipt Required for Exchange/Refund
 GST# 896197407 Fax (250)579-5201

\$132.52

#(6)

ODOUR + STAIN PAINT

Westside Home Hardware

Kamloops, BC V2B 7H1 Tel (250)579-9911

SKU	Qty	Price	Total
1656461	1	8.97	8.97 GP
KIT, PAINT ROLLER GP# 3PC9-1/2			
1850740	3	33.99	101.97 GP
PRM, L I/E SRF 3.78 BT11800 WHT			
see fee	3	0.60	1.80
CONSUMER PAINT PRODUCTS			
5540186	1	2.99	2.99 GP
TAPE, DUCT CLOTH HH .48MMX10M			
3224745	2	1.39	2.78 GP
CLAMP, HOSE ALL SS #12 1"			

Sub Total 118.51
 GST 5.84
 PST 8.17
Total 132.52

Visa 132.52

07/05/15 @ 2:38pm Trans#: 104273
 Employee: Ron Register: POS2

Thank you for shopping at Home
 Receipt Required for Exchange/Refund
 GST# 896197407 Fax (250)579-5201

\$132.52

Jul. 15. 2015 11:22AM

Phone: (250) 3-3813

Reg# R
July 6, 2015

Service B.C. Kamloops/Lands

Time

In 12:37:08
Out 12:38:12

No. 5412
TICKET #
721646

P. 24/100



Vehicle Id: s.22
Account: RES Residential
Origin: Kamloops
To/From: Mission Flats Landfill
Material: fridge, freezer, ac, wc
Charge Rate: ODS/Fridges, Freezers, A/C's, etc.

Items	1.00
Offline weight(s)>	
Gross	2525
Tare	2525

Kg

TOTAL Amount

\$15.00

Payment Method : CASH

July 6, 2015

Remove Fridge FROM
Backyard of
700 Collinswood
TAKE TO City
Dump.

CITY Dump RECEIPT
To drop off
2nd Fridge that
TENANTS left in
REAR YARD.



Banking
that fits
your life.

8

July 06, 2015 at 12:17pm Eastern time

Transaction Summary

		Transactions	
Transaction	Reference Number:	Transaction Details	
INTERAC	8581	From:	Chequing s.22
e-Transfer - Send Money		Payable To:	s.22
		Amount Paid:	\$200.00

s.22

From: s.22
Sent: July 5, 2015 5:29 PM
To: s.22
Subject: Bill for s.22

Hello s.22 . Here is a statement of the work I have done for unit s.22 on 700 collingwood drive.

@ \$20

Hours Saturday July 4 - 6hrs

Sunday July 5th - 3hrs + Thru FINE CLEAN

Please let me know if you need any further help cleaning.

Sent from my iPad

PAID BY
INTERAC July 8/15
\$200.00
SEE CIBC
RECEIPT

Invoice
proof of
payment for
CLEANER (

- owner of
unit
Calligwood

Jul. 15. 2015 11:23AM

Service B.C. Kamloops

No. 5412 P. 28/100

Op. By 567743 BC Ltd

72641

962 A LAVAL CRESCENT KAMLOOPS, B.C. V2C 5P5
TEL 372-1008 FAX 372-1028

JG

04-Jul-15

s.22

s.22 - 700 Collingwood Ave
Kamloops, BC

s.22

s.22 - 700 Collingwood Ave
Kamloops, BC

11007 04-Jul-15 install

X

s.22

708	CM152	ACHIEVER 863	863	1.590	1125.72
672	SP	SILVER PAD		0.650	436.80
12	EC47	ECAP BROWN	BROWN	1.500	18.00

cap only

Install - Derrald Thursday July 9th, 2015

Derrald to call cuts

SUB TOTAL	1580.52
SALES TAX	110.64
GST GST#890554025RT0001	79.03
LESS DEPOSITS	

TOTAL 1770.19

PAID BY:
Visa

1770.19

Please Call before Pick-up.
Installation Costs Are Extra Otherwise Noted
Thank you for shopping @ End Of The Roll

0.00

Replace
Ruined
CARPETS

END of the Roll

* Replacement carpet
for Living room / Dining Room
STAIRS, upstairs Hallway
AND Two upstairs
Bedroom.

Jul. 15. 2015 11:24AM

Service B.C. Kamloops

No. 5412 P. 30/100

Op.By 567743 BC Ltd

72642

962 A LAVAL CRESCENT KAMLOOPS, B.C. V2C 5P5
TEL 372-1008 FAX 372-1028

LB

04-Jul-15

s.22

s.22 - 700 Collingwood Ave
Kamloops, BC

s.22

s.22 - 700 Collingwood Ave
Kamloops, BC

11007 04-Jul-15 install

X

s.22

~~*~~ To Supply and Install as per Quote

~~*~~ Derrald to install Thursday July 9th, 2015

SUB TOTAL

568.40

HST/GST #890554025RT0001
LESS DEPOSITS

28.42
596.82

TOTAL

596.82

PAID BY:
Visa

596.82

CONTINUED ON NEXT PAGE

LABOUR TO
REPAIR RUINED
CARPARKS

Op.By 567743 BC Ltd

72642

962 A LAVAL CRESCENT KAMLOOPS, B.C. V2C 5P5
TEL 372-1008 FAX 372-1028

LB

04-Jul-15

s.22

s.22 - 700 Collingwood Ave
Kamloops, BC

s.22

s.22 - 700 Collingwood Ave
Kamloops, BC

11007 04-Jul-15 install

X

s.22

To Supply and Install as per Quote

END of the Roll

LABOUR Expense
TO INSTALL
Replacement
CARPETS.

11

INVOICE

TO: s.22

s.22 -700 COLLINGWOOD

KAMLOOPS, BC s.22

JULY 10TH, 2015

JULY 5TH/2015-PULL STAINED CARPETS FROM TOWNHOUSE UNIT IN LIVINGROOM & DINING ROOM AREA, STAIRS AND UPPER HALL AND TWO UPSTAIR BEDROOM. EXTREMELY BAD URINE SMELL ON ALL CARPETS REMOVED

PULLED OUT GLUED DOWN UNDERLAY PADDING, SHOVEL FLOOR TO REMOVE STAINED AND SMELLY UNDERPAD, REMOVE STAPLES AND NAILS FROM STAIRWELL AND OLD NAILBOARD CARPET STRIPS

REMOVE TO CITY DUMP SITE - FEE \$18.00 PAID CASH(SEE RECEIPT)
REIMBURSED CASH BY s.22

JULY 6TH/2015 WASH FLOORS WITH BLEACH TO REMOVE STRONG ANIMAL URINE SMELL IN ALL ROOMS WITH THE OLD CARPET, WASH WALLS WITH WATERED DOWN BLEACH

JULY 7TH/2015 PAINTED FLOORS WITH KILS ODOR REDUCING PAINT
PAINT ALL CEILING IN ALL ROOMS TO REDUCE ODOR OF ANIMAL URINE

JULY 8TH/2015 PAINTED LIVINGROOM AND DOWNSTAIRS HALLWAY AND UNDERSTAIRS STORAGE WHERE OLD CAT LITTER BOXES , UPSTAIR BEDROOMS

25 HOURS @\$20.00 PER HOUR TOTAL \$500.00

PAID BY CHEQUE

s.22

s.22

s.22

KAMLOOPS, BC^{s.22}

PHONE^{s.22}

Invoice +
proof of
payment for

s.22

LABOURER

s.22

s.22

s.22

s.22

Remove carpets +
CLEAN Floors, walls
+ CEILINGS

s.22

KAMLOOPS, BC, s.22

s.22

145

DATE 2015-07-11
Y Y Y Y M M D D

PAY TO THE ORDER OF Five hundred \$ 500.00

100 DOLLARS

CIBC CANADIAN IMPERIAL BANK OF COMMERCE
VICTORIA & THIRD
304 VICTORIA ST.
KAMLOOPS, B.C. V2C 2A5

MEMO LABOUR on
700 Collingwood

s.22

s.22

Received on
July 13, 2015

s.22

RECEIPT signed
By for LABOUR

s.22
s.22
s.22
s.22

Vehicle Id: s.22
Account: RES Residential
Origin: Kamloops
To/From: Mission Flats Landfill
Material: DLC comingled
Charge Rate: DLCCO/DLC Comingled

Gross	2655	
Tare	2540	
Net Kg	115	TOTAL Amount \$18.40

Payment Method : CASH

City Dump Fees

- Remove soiled Carpets
AND underlay FROM
Livingroom/Dining Room
area

STAIRS, upSTAIR Hallway
AND 2 upSTAIRS Bedroom

- WASH Floors with BLEACH
AND PAINT Floors with
OROR Removal paint

CITY Dump Fees
TO Drop off
STAINED AND SOILED
CARPETS AND
UNDERLAY.

s.22

LOSS OF
Proof

* POTENTIAL TENANTS

From:
Sent:
To:
Subject:

s.22

July 10, 2015 9:46 AM

s.22

FW: Reply to your "3 BDM Westmount Townhouse" Ad on Kijiji

Discussing July

RENTAL

13

* Had to Cancel
Due to UNIT
NOT CLEANED

To: s.22

Subject: Re: Reply to your "3 BDM Westmount Townhouse" Ad on Kijiji

From: s.22

The unit is disgusting so I need a big clean. The tenants are not co-operating but I need to allow one more attempt at setting up a walk through condition inspection *

So frustrating. Send me know phone number and we can talk

s.22

RENT \$1200⁰⁰
per Month
AT unit # 36.

Sent from my HTC

----- Reply message -----

From: s.22

To: 's.22

Subject: Reply to your "3 BDM Westmount Townhouse" Ad on Kijiji

Date: Thu, Jul 2, 2015 8:29 AM

Hi s.22,

How was the suite?

s.22

Sent from my lovely iPhone

On 2015-06-21, at 7:51 AM, s.22

wrote:

Ok I will be in town on June 28th and then I will be looking at the place now on July 1st. We can meet and discuss then if your open to the idea

Always looking for cleaners and workers in town as we have several rentals

Can you email me at the end of the month? We are out in Nova Scotia right now

Cheers

s.22

Sent from my HTC

----- Reply message -----

From: s.22

To: s.22

Subject: Reply to your "3 BDM Westmount Townhouse" Ad on Kijiji

Date: Sun, Jun 21, 2015 11:23 AM

Hi s.22

I don't want to be pushy but instead of readvertising, why don't we have a look e loo.
I have not mentioned my 10 plus years in rentals with experience in not only cleaning the worst
you can imagine but also with inexpensive renovations. If you require help just let me know.


Thank you for your time

s.22

Sent from my lovely iPhone

On 2015-06-21, at 7:12 AM, "s.22

> wrote:

 Hi s.22 . It looks like the tenant has caused a fair pit of damage so I will re-
advertise when rentable again. Sorry

Subject: Re: Reply to your "3 BDM Westmount Townhouse" Ad on Kijiji

From: s.22

Date: Fri, 19 Jun 2015 06:24:57 -0700

To: s.22

Hello s.22 ,

s.22



Sent from my iPhone

On 2015-06-19, at 6:21 AM, s.22

wrote:

Hello s.22 . I'm sorry we are having problems setting up viewing times with the tenant. I may not be able to show until July 1st but we will see.

How many people and kids, pets and situation. Are you employed and where?

Thanks

s.22

Date: Fri, 19 Jun 2015 04:02:19 +0000
Subject: Reply to your "3 BDM Westmount Townhouse" Ad on Kijiji
From: post@kijiji.ca
To: s.22

Hello! The following is a reply to your "3 BDM Westmount Townhouse" Ad on Kijiji:

From: s.22

Hi there, I am sure you have gotten a lot of responses but I am very interested in viewing this please make an appointment? Thank you s.22

You can respond to "s.22
this email.

" by replying to

Other options:

- Want more replies? Promote your ad through My Kijiji.
- Ad no longer relevant? Delete your ad from the original Manage My Ads email or from My Kijiji.

Important Kijiji Safety Notice:

- All transactions should take place in person with cash. Do not ship items and do not accept other payment methods.

- Never click links in an email that ask you to sign in to Kijiji. All "Your Kijiji account has expired" emails are fakes.
- Kijiji, eBay and PayPal do not offer buyer or seller protection for Kijiji items. Such emails are fakes.
- [Click here to read more Kijiji safety tips.](#)

[Help](#) [About](#) [Privacy Policy](#) [Terms of Use](#) [Contact Kijiji](#)

© 2015 eBay International AG.

Operated by: Marktplaats B.V | Wibautstraat 224-2 | Amsterdam | 1097 DN | Netherlands

EMAILS FROM
POSSIBLE TENANT
in June 2015
WANTING TO RENT
in July of 2015

- Loss of rent
claim \$1200⁰⁰ a.

s.22

STRATA Complaint

From: s.22
Sent: April 25, 2015 3:43 PM
To: s.22
Cc:
Subject: Unit s.22

* 2 pets + Noise

Hi s.22,

Sorry to bother you on a Saturday, but we are having problems with one of your renters. I have not spoken with them directly as I have been informed that you would rather be the one to deal with any problem tenants. I have had multiple complaints from the "Owners" on either side of them, they are constantly yelling and screaming, their front yard is all torn up with rocks, and holes, and hoses, huge eye sore. Their backyard is full of dog excrement, and rotting and moldy bagels that they love throwing outside. They have both a cat and dog, and the dog is left outside unattended for hrs at a time barking, they also enjoy parking behind their neighbors cars preventing them from coming and going at their own convince. Also the police have been here a few times, so now when they are double parked, or being loud, they refuse to open their door to discuss. Please, please have a word with them as soon as possible, and hopefully rectify this unfortunate nuisance so the Owners on either side of them can once again live in peace.

s.22

3RD PARTY
STATEMENT FROM
STRATA #14
PRESIDENT COMPLAINING
ABOUT UNIT

s.22

End OF THE Roll™

Discount Carpet & Flooring

www.endoftheroll.com

962 A Laval Cres.
Kamloops, BC V2C 5P5

250.372.1008 T

250.372.1028 F

1-866-372-1008 Toll Free T

1-866-372-1009 Toll Free F

July 4th, 2015

To Whom it May Concern,

My name is ^{s.22} at End of the Roll in Kamloops, and this letter is to advise you that I looked at the carpet in unit ^{s.2}₂ – 700 Collingwood Drive in Kamloops. The existing carpet was originally installed at the end of September in 2013 and i have attached a copy of that invoice. The carpet is a polypropylene fiber carpet which was heavily stained due to pet urine and misuse which would not be able to be cleaned out. The carpet was professionally cleaned however the pet urine was soaked into the underlay and the odor remained after the cleaning. This odor will persist if the carpet and underlay are not replaced and this is not something that would be eligible for warranty.

Thank you, ^{s.22}
_{s.22}

End of the Roll – Kamloops

250-372-1008

* STATEMENT FROM 3RD
PARTY AS TO THE
EXISTING STATE OF
THE RUINED CARPETS.

Op. By 567743 BC Ltd

67898

962 A LAVAL CRESCENT KAMLOOPS, B.C. V2C 5P5
 TEL 372-1008 FAX 372-1028

JG

23-Sep-13

s.22

s.22 ~ 700 Collingwood Ave
 Kamloops, BC

s.22

s.22 - 700 Collingwood Ave
 Kamloops, BC

11007 23-Sep-13 install

X

s.22

216	BB8315	TEMPEST 76713 PUFFBALL	76713	1.070	231.12
126	BB8324	TEMPEST PUFFBALL 76713	76713	1.070	134.82
	REM's - 27th Anniv Sale				
390	BB8321	TEMPEST PUFFBALL 76713	76713	1.290	503.10
12	EC47	ECAP BROWN	BROWN	1.300	15.60
	install Sept. 30th, 2013				

SUB TOTAL

884.64

SALES TAX

61.92

GST GST#890554025RT0001

44.23

LESS DEPOSITS

TOTAL

990.79

PAID BY:
 Visa

990.79

Please Call before Pick-up.

Installation Costs Are Extra

Thank you for shopping @ End Of The Roll

0.00

*Carpet only (stairs not included)
 No underlay.
 Installation on
 separate invoice*

* Copy of 2013
Carpet Expense
Referred in
letter from
END of Roll.

s.22



Total Carpet, Upholstery & Vent Cleaning Ltd.
Truck Mount Steam Cleaning
 437 Collingwood Drive
 KAMLOOPS, B.C. V2B 6B6

s.22

"We Clean Automobiles, Vents & C"

SOLD BY:

NAME s.22

ADDRESS s.22

CITY

PROVINCE

RD.

s.22

☐ CASH ☐ C.O.D. ☐ CHARGE ☐ PAID OUT ☐ MDSE. RET'D. ☐ PD. ON ACCT.

QTY.	DESCRIPTION	PRICE	AMOUNT
------	-------------	-------	--------

1	2 CAT	12.50	12.50
2	2 CAT	12.50	12.50
3	2 CAT	12.50	12.50
4	2 CAT	12.50	12.50
5	2 CAT	12.50	12.50
6	2 CAT	12.50	12.50
7	2 CAT	12.50	12.50
8	2 CAT	12.50	12.50
9	2 CAT	12.50	12.50
10	2 CAT	12.50	12.50
11	2 CAT	12.50	12.50
12	2 CAT	12.50	12.50
13	2 CAT	12.50	12.50

SPECIAL INSTRUCTIONS:
 As to our job quality & job satisfaction:
 Please remember to call within 48 hours if a problem arises. We are
 not responsible for damaged or improperly cared for items. Please
 remember that as a service company we must have a good line of
 communication. If you don't know ask.
PLEASE NOTE:
 ALL NSF CHEQUES \$25.00 CHARGE
 4% interest will be charged on accounts over 30 days.

REC'D BY s.22

SUBTOTAL 135.00

TAX 6.75

TOTAL 141.75

49268

NEERKE Thank You

s.22

OWNER TOTAL
 CARPET ADDED
 COMMENTS TO
 TENANT'S RECEIPT

"DOS
 2 CAT
 URINE &
 FECES
 PROBABLY TO
 BACKING &
 UNDER PAD
 VERY STRONG
 ORDER"
 - July 4, 2015

Note: Total Carpet was called BACK by
 LANDLORD on July 4, 2015 FOR A
 SECOND CLEANING - ON Monday July 6th
 They COMMENTED ON THE EXISTING SMELL.

COMP BY TENANTS
CARPET CLEANING
INVOICE AND
* ADDITIONAL COMMENTS
FROM TOTAL CARPET
AS TO SMELL &
STRONG ODOR AND

* 2 CATS
and 1 DOG

s.22

From: s.22
Sent: July 14, 2015 10:41 AM
To: s.22

From: Total Carpet s.22

The smell is probably from the underlying pad. It would be saturated and we can't control that.
2015/07/06 06:27:37PM

~~_____~~
Sent from my HTC

* Copy of TEST
FROM TECHNICIAN
THAT RE-CLEANED
CARPETS July 4/15.

July 3, 2015

To Whom it may Concern,

I walked through ^{s.22} -700 Collingwood drive today. The home is vacant, but was left in a very dirty state. There is an extreme odour of pet urine through out the home, especially in the livingroom and then even stronger in the upstairs bedrooms. (I had seen 3 pets there on my previous visit when the tenants had occupied it) The baseboards are dirty, the floors were not swept or vacuumed, and they are not at all what would be expected. The bathrooms were as dirty as I've ever seen; toilets, and sinks and tub were not cleaned. There was a fridge out in the backyard that would have to be removed.

s.22

Best-West Realty

s.22

3RD PARTY
STATEMENT FROM
RECTOR AFTER
SECOND VISIT TO
RECTOR UNIT
on July 3, 2015

s.22

STATEMENT BY Neighbour in
UNIT s.22

From: s.22
 Sent: July 6, 2015 3:48 PM
 To: s.22
 Subject: Re: Minutes of Special General Meeting

* On July 4th and July 5th I cleaned suite s.22 for s.22 as his tenants have moved out. I was very surprised at the mess that they had left behind. In the entrance there is a bench seat that had some kind of dried up liquid on it (possibly animal vomit), as well underneath the bench. About 3 feet into the hall was another pile of liquid that I wasn't certain of. Walking further into the condo it was apparent that this was in fact animal urine and feces. The refrigerator was absolutely covered in old rotten food and clearly had never been cleaned. It took me 3 hours to clean the refrigerator. The stove had food burnt into the bottom of it, it looked like someone had sprayed some cleaner all over the inside of it but never actually cleaned it. The stove took me 3 hours to clean. The floors had never been cleaned. And there was dirt and grime all over the floor. All of the carpet had to be ripped out of each room. The smell was unbearable. We had to throw out both toilet seats, the bathrooms were very dirty and the shower took a very long time to clean.

Sent from my iPhone

On Jul 3, 2015, at 8:09 AM, s.22

wrote:

Please note the tenants in unit s.2 have now vacated the premises. There is quite a mess and will be spending a couple of weeks cleaning the unit and the yard. If someone from the strata could call me at s.22 I would like a member of the council to do a walk thru of the damage. The tenant is claiming the strata conspired against them and has been spying on them and do to that frustration had to leave the unit. Anyway it's all bull but she has a claim currently against the City for s.22 but a viewing by the strata and perhaps an email back as to their behavior and noise would be good to have on file. I had the owner in unit s.2 walk through and have asked her for a statement.

Thank you

s.22

From: s.22
 Sent: June 22, 2015 3:18 PM s.22
 To: s.22
 s.22

Subject: Minutes of Special General Meeting s.22

To: All Strata K-14 Owners

Attached are the Minutes of the Special General Meeting held on 14 June 2015.

NOTE: On 29 June 2015 work will commence on the roof of the second building.

s.22

* 3RD PARTY
EMAIL STATEMENT
FROM [REDACTED] s.22 [REDACTED] s.22
UNIT [REDACTED] s.22 [REDACTED] s.22
beside TENANTS ([REDACTED] s.22)
AS TO CONDITION of
UNIT AFTER TENANTS
(AND) [REDACTED] s.22
they claimed
they cleaned

To Whom it may concern,

My name is s.22

I am writing this letter to state: I was a witness of the poor condition s.22 rental unit
s.2 Collingwood Town House was left the process of a move out by tenants.

I s.22 went to look at the condition Of the s.2 Collingwood rental unit at approximately 4pm July 2nd 2015. As soon as I walked in there was a strong smell of animal feces, urine, and like a wet dog smell. The baseboards were a mess it looked like food and crumbs, maybe coffee grounds on floor boards, floors and counters were dirty/sticky and dirt was tracked across carpets. An old fridge was left in the back yard on the grass.

As we were about to lock up a hefty guy showed up and s.22 said "s.22 you call this clean its filthy and smells like animal urine, this is not clean, floors are filthy and look at the baseboards, look at the carpets too." s.22 replied "this was cleaned we were up until 4am cleaning." s.22 said "I am not going to argue with you, if you call this is clean we will call this done, you were given proper notice and your late getting out and your coming back as we are leaving and you have no keys?" I noticed he came out of the passenger side of a s.22, a dark haired younger woman was in the Driver seat and he had keys in hand, but when s.22 asked for the keys, s.22 closed them in his hand and said well I don't have any keys. I found him to be agitated and acting childish as he denied any smell and said they cleaned until it was spotless.

s.22 last words " well if you call this clean I gave you notice and fair time to do things right, so I guess we will go to arbitration."

s.22

Sincerely,

s.22

STATEMENT FROM
WITNESS AS TO
APPOINTEE " s.22 s.22 s.22
ATTENDING UNIT
FOR INSPECTION MADE
OUT APPOINTMENT
on July 2, 2015
at 4:00PM

- "AFTER HE SAID
HE WAS WORKING"

See TEXT
2015/07/02
3:13:07 PM

TENANT RESPONSE + LANDLORD REQUEST FOR INSPECTION

Daryl Johnson

From: s.22
Sent: May 4, 2015 8:19 AM
To: s.22
Subject: RE: Noise Complaints

Hello s.22. Well I don't have a lot to add at this point. I spent an hour and a half trying to Skype in (or phone) to the council meeting. I called two of the members and did have a conversation with one 20 minutes before the meeting. I told her that I wanted to join into the meeting and also gave her my cell number. Anyway no one called and I wasn't able to join the meeting and I have sent and left email and phone messages. The member I had talked to had very negative things to say that tell a different picture from what you are saying with the exception that she has no issues with your yards. The noise and extra pet issue may be a stumbling block. In the bylaws I sent you there is a provision for disturbances by a tenant as well as pet infractions and these are patrolled by the week and not by the month as I had thought.

I really don't want to get in a he said she said thing here and I don't want a bunch of fines to build up from the strata. I don't want tenants moving in and out either as that is a real pain. The Strata is not (and had not) returned my calls or emails in a timely matter so I think I should be concerned. Before I decide on an extra pet or not (if the council enforces the bylaw) I would like to talk with you again so please call.

X I would also like to have s.22 drop by this week and to a walk through to ensure no damage by pets or other has happened in the unit and there are no other concerns before I commit on the pet issue (if not blocked by Strata). If everything is fine I will continue to argue on your behalf. Again a previous tenant in that unit had a small dog and I had to pull all of the carpets out and paint and it cost me dearly so I need to have a bit of peace of mind here.

Yours sincerely

s.22

From: s.22
Sent: May 2, 2015 9:29 PM
To: s.22
Subject: Noise Complaints

Unit s.2 -running up and down stairs 6:30AM-8AM 5PM-
 11PM All day some weekends-Boys talk loudly-Screws in outside wall-eyesore-
 We parked in driveway once to allow me easier access to s.22 car not left
 unattended and moved when required. s.22 later apologized for her abusive comments.-Leaves garbage outside
 where it gets strewn about by cats-TV on wall behind our couch causing excessive noise-I was (s.22
 s.2 in Dec. and was awakened numerous times by noises from s.2 & s.22
 -Since she hears so much noise from us doesn't she realize that we do too? (s.2 has metal shower hooks which
 we hear)- We are adults and need to learn to live side by side-Has strata considered that the far wall between
 suites is inadequate and their liability?-We are unable to enjoy peace and quiet since she moved in- no
 problems with previous occupants-Our yard is cut and raked weekly and there is no garbage strewn around-We
 do not answer the door if: -We are not home -We don't hear the bell s.22
 s.22)-The police were here again last night as s.22 witnessed some young adults breaking into
 vehicles (one truck was from our complex and needed a witness statement)-There is also activity from Victim

s.22

From: s.22**Sent:** May 2, 2015 9:29 PM**To:** s.22**Subject:** Noise Complaints

Unit s.22 -running up and down stairs 6:30AM-8AM

5PM-

11PM

All day some weekends-Boys talk loudly-Screws in outside wall-eyesore-We parked in driveway once to allow me easier access to s.22 after 12+ hours in emergency, car not left . unattended and moved when required. s.22 later apologized for her abusive comments.-Leaves garbage outside where it gets strewn about by cats-TV on wall behind our couch causing excessive noise-I was s.22 s.22 in Dec. and was awakened numerous times by noises from s.22 & s.22

-Since she hears so much noise from us doesn't she realize that we do too? (s.22 has metal shower hooks which we hear)- We are adults and need to learn to live side by side-Has strata considered that the far wall between suites is inadequate and their liability?-We are unable to enjoy peace and quiet since she moved in- no problems with previous occupants-Our yard is cut and raked weekly and there is no garbage strewn around-We do not answer the door if:

-We are not home

-We don't hear the bell s.22

s.22)-The police were here again last night as s.22 witnessed some young adults breaking into vehicles (one truck was from our complex and needed a witness statement)-There is also activity from Victim Services. Not all police cars are a result of negative behaviour on our part.-The dog is not left outside to bark for hours-Complaint is based on hearsay, assumptions, and embellishments

↓
No Dog Allowed
1 Cat only.

* DEMAND LETTER

Left in MAILBOX
at unit on May 14/2015

s.22 and s.22

s.22 700 Collingwood,

Kamloops, BC s.22

May 14, 2015

By s.22

who is the Landlord's
Agent in BC s.22

Dear Tenants,

" AFTER INSPECTION⁴
By LANDLORDS AGENTS"

I am deeply sorry to hear that your unit has fallen into such unhealthy and unsanitary environment with a terrible odor from your cat and an additional pet that is not allowed under our present tenancy agreement and contrary to strata bylaws, a copy of which was provided to you. The unit appears to have become a giant storage locker with boxes and clothes and countless items piled to the ceiling in most rooms that block windows and wall sockets. The floors appear unwashed, swept and unclean with dirt and the carpets and floors reek of animal urine from cat and dog. It was our opinion that the carpets are severely damaged by urine and all attempts should be made immediately by a professional carpet cleaning company to see if the smell can be removed. The smell of urine could or has sunk into the walls and ceiling and will likely need to be all painted on your exit. My representatives have documented the viewing with photographs and will attest to the condition of the unit. This was all after an agreed inspection (which gave you an additional week to clean and tidy up) by s.22 and s.22, my s.22 and co-owners s.22, who have acted as my representatives in the role of landlord and whom you negotiated the original tenancy agreement with.

I request that you correct this breach of our tenancy agreement that is noted on page 4 of 6 under repairs (2)a "Tenant's obligations:

"The tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit etc". This is not reasonable wear and tear.

"If the tenant does not comply with the above obligations in a reasonable time" the landlord may.....seek a monetary order....cost of repairs...serve notice to end tenancy or both. Additional breaches reported to me from our strata council must

also be remedied. The additional pet is also a breach of the tenancy agreement but prior to this last inspection of your unit I had said I may permit if the units condition was satisfactory (which it is not) and on condition the strata did not further enforce the one pet rule (which you have breached).

* I understand that you have been ^{s.22} and that you verbally told my representatives that you are a ^{s.22} ; have a problem and are trying to clean things up. I am not aware that ^{s.22} has any issues but she is also a tenant and equally responsible to maintain a clean and sanitary unit.

* I have also been advise of your reported hoarding issues with your ^{s.22} ^{s.22} with the City of Kamloops and events that lead up to legal proceedings.

* In consideration of this I will give you two week's notice that will expire at midnight of May 28th, 2015 to:

- remove excessive boxes and all other items other than normal and reasonable possessions of a tenant to our satisfaction
- have the carpets cleaned by a professional company and provide a contact number and receipt. I will need a statement from the cleaners as to the end result of the cleaning.
- clean the unit to an acceptable standard to our satisfaction
- clean and keep clean the front and back yards
- adhere to all strata bylaws and keep noise levels acceptable that will not interfere with neighbouring units
- patrol guests and ensure they do not disturb others in the complex
- adhere to parking requirements and not allow guests to sleep in their vehicles in the carport
- remove the dog

Please call me to discuss further if you would like (s.22). I have tried on numerous occasions to phone your number (s.22) and have left emails to you that have not recently been responded to (s.22). I will email you a copy of this letter and then have my representatives deliver by hand to your door. If not answered at the door by you they will leave in your mailbox and bear witness to the delivery with time and date.

If you and s.22 can cure these issues and my concerns then I may not serve notice to end the tenancy. I sincerely hope you two can get this remedied and maintain the unit as your residence in an acceptable condition. If not the eviction notice will allow you proper notice under the tenancy agreement to move out before the end of June 2015. Failure to do so will only add on additional legal expenses to gain possession and monetary order for additional costs over and above security and pet deposits. I will not hesitate to instruct our lawyers to collect the same in all ways possible including claims and actions on your

s.22

Please attend to this matter immediately

s.22

s.22 ~~For~~ truly,

s.22

Landlord

email: s.22

Letter FROM
LAND LORD TO
TENANT TO
CLEAN UP
UNIT on
MAY 14, 2015

s.22

NOTICE FROM TENANT TO VACATE + STATEMENT ON SECOND PET

From: s.22
Sent: May 30, 2015 4:59 PM
To: s.22
Subject: RE: Noise Complaints

* Proof of Dog *
AS A 2ND PET NOT
ALLOWED BY RENTAL AGREEMENT

- We lost our cell phone in February so have no phone, internet or tv and realize it is difficult to contact us
 - we still have not received copies of our lease as required and requested
 - * -we were unaware we were in a strata (rec. rules in February) and got s.22, the dog, in dec. and are unwilling to give her up (remove her)
 - We were promised that the shed roof would be repaired so it didn't leak which did not happen. We were forced to store it inside and then had to store it at your request at a cost of \$75/mo.
 - as we are unable to have quiet enjoyment we are giving our notice to vacate on July 1, 2015
 - mitigating factors are not being given proper notice for inspections, being forced to sign unnecessary forms, being watched and harassed from other tenants, s.22, and promised storage
- Hope this is satisfactory
s.22

Sent from Yahoo Mail for iPad

From: s.22
To: s.22
Subject: RE: Noise Complaints
Sent: Mon, May 4, 2015 3:19:07 PM

ONLY
EXISTING STORAGE
AS IS WHEN TENANT
TOOK POSSESSION
SEE MOVE IN
CONDITION INSPECT
REPORT.

Hello s.22. Well I don't have a lot to add at this point. I spent an hour and a half trying to Skype in (or phone) to the council meeting. I called two of the members and did have a conversation with one 20 minutes before the meeting. I told her that I wanted to join into the meeting and also gave her my cell number. Anyway no one called and I wasn't able to join the meeting and I have sent and left email and phone messages. The member I had talked to had very negative things to say that tell a different picture from what you are saying with the exception that she has no issues with your yards. The noise and extra pet issue may be a stumbling block. In the bylaws I sent you there is a provision for disturbances by a tenant as well as pet infractions and these are patrolled by the week and not by the month as I had thought.

I really don't want to get in a he said she said thing here and I don't want a bunch of fines to build up from the strata. I don't want tenants moving in and out either as that is a real pain. The Strata is not (and had not) returned my calls or emails in a timely matter so I think I should be concerned. Before I decide on an extra pet or not (if the council enforces the bylaw) I would like to talk with you again so please call.

I would also like to have s.22 drop by this week and to a walk through to ensure no damage by pets or other has happened in the unit and there are no other concerns before I commit on the pet issue (if not blocked by Strata). If everything is fine I will continue to argue on your behalf. Again a previous tenant in that unit had a small dog and I had to pull all of the carpets out and paint and it cost me dearly so I need to have a bit of peace of mind here.

1 MAJOR DAMAGE &
SMALLS TENANTS
NOT CLEANING + STUCK
ANIMAL URINE ON
INSPECTION

EMAIL FROM
TENANT AS
TO proof of
Dog

+ HER
Notice TO LANDLORD
THAT she will
VACATE July 1ST/15

* We informed HER
she must be out.
AT 1:00 PM on
June 30/15
- handwritten

s.22

* FIRST REQUEST FOR
MOVE-OUT INSPECTION

* Kamloops

From: s.22
 Sent: May 31, 2015 8:06 AM
 To: s.22
 Subject: RE: Noise Complaints

FIRST NOTICE
 TO ARRANGE A MOVE OUT
 INSPECTION DATE.

- * I acknowledge receipt of your one month notice to vacate unit s. -700 Collingwood, Kamloops, BC. As per our existing tenancy agreement(that you received a copy of on your possession by s.22 last fall), if you give notice then you are required to vacate by one pm on the last day of the month, in this case June 30th, 2015.

In response to complaints from the strata for noise and pet infractions and subsequent concerns to landlords property following the inspection on May 13th (notice requested on May 4th) that my representatives brought to my attention on an allowed in home inspection) I attempted to offer solutions to you to correct your breach of our tenancy agreements with a new agreement with an addendum. In addition and to clarify, I gave further notice to allow you to comply and rectify the breaches by the letter delivered to you on May 14th your unit allowing two weeks for another inspection. If that inspection was satisfactory then the proposed new tenancy and addendum could have been adopted.

- * The proposed replacement agreement has not yet been signed by myself and my representative s.22 and will not be unless you have proven that you have corrected your breaches.

In any event as you want to vacate in response to my letter of May 14 due to inability or your choice not to rectify the breaches and keep both your pets then I accept your notice to vacate.

I will fly back to Kamloops , BC in time to meet you on July 1st for a condition inspection walk through of the unit and yard as per our tenancy agreement (or a day earlier if you like). If everything is in accordance with the signed condition report that was signed by tenants and landlords' representative then I will process your refunds for damage and pet deposits. I remind you that our tenancy agreement specifically requests that a professional carpet cleaning company is required to clean the unit's carpets and a copy of that receipts is to be provided to the landlord. The rest of the unit and the yard is to be cleaned and ready for the next tenants occupancy.

Please advise if there is a particular time on July 1st between 9 am and 5 pm that is preferable by you for the inspection. Please note also that your next month rent is due on June 1st.

I will arrange to have a For Rent sign posted and may also have a realtor contact you as we may wish to list and sell the unit. If you would kindly allow access by potential new tenants or by realtors and potential buyers as allowed under the BC Tenancy Act I would appreciate it.

If you would like to discuss any concerns my cell phone is s.22 or until I return for the inspection you can contact s.22 in town. Alternatively I can respond again by email as you now appear to have access to internet again. I will also need to have you provide a forwarding address for the refund or other communication.

Thank you

s.22

From: s.22
 Sent: May 30, 2015 4:59 PM
 To: s.22
 Subject: RE: Noise Complaints

Take To
 KAMLOOPS.

-We lost our cell phone in February so have no phone, internet or tv and realize it is difficult to contact us
-we still have not received copies of our lease as required and requested
-we were unaware we were in a strata (rec. rules in February) and got s.22, the dog, in dec. and are unwilling to give her up (remove her)
-we were promised that the shed roof would be repaired so it didn't leak which did not happen. We were forced to store it inside and then had to store it at your request at a cost of \$75/mo.
-as we are unable to have quiet enjoyment we are giving our notice to vacate on July 1, 2015
- mitigating factors are not being given proper notice for inspections, being forced to sign unnecessary forms, being watched and harassed from other tenants, s.22, and promised storage
Hope this is satisfactory

s.22

Sent from Yahoo Mail for iPad

From: s.22**To:** s.22 ;**Subject:** RE: Noise Complaints**Sent:** Mon, May 4, 2015 3:19:07 PM

Hello s.22 . Well I don't have a lot to add at this point. I spent an hour and a half trying to Skype in (or phone) to the council meeting. I called two of the members and did have a conversation with one 20 minutes before the meeting. I told her that I wanted to join into the meeting and also gave her my cell number. Anyway no one called and I wasn't able to join the meeting and I have sent and left email and phone messages. The member I had talked to had very negative things to say that tell a different picture from what you are saying with the exception that she has no issues with your yards. The noise and extra pet issue may be a stumbling block. In the bylaws I sent you there is a provision for disturbances by a tenant as well as pet infractions and these are patrolled by the week and not by the month as I had thought.

I really don't want to get in a he said she said thing here and I don't want a bunch of fines to build up from the strata. I don't want tenants moving in and out either as that is a real pain. The Strata is not (and had not) returned my calls or emails in a timely matter so I think I should be concerned. Before I decide on an extra pet or not (if the council enforces the bylaw) I would like to talk with you again so please call.

I would also like to have s.22 drop by this week and to a walk through to ensure no damage by pets or other has happened in the unit and there are no other concerns before I commit on the pet issue (if not blocked by Strata). If everything is fine I will continue to argue on your behalf. Again a previous tenant in that unit had a small dog and I had to pull all of the carpets out and paint and it cost me dearly so I need to have a bit of peace of mind here.

Yours sincerely

s.22

LAND LORDS. ACCEPTANCE
of TENANTS NOTICE
TO MOVE June 30/15
AND

FIRST REQUEST
for a Move OUT
INSPECTION meeting
July 11, 2015

s.22

REQUEST FOR A 2ND ATTEMPT

From: s.22
Sent: JULY 10. 2015 9:46 AM
To: s.22
Subject: FW: Noise Complaints

FOR MOVE OUT
INSPECTION.

To: s.22
CC: s.22
Subject: Re: Noise Complaints
From: s.22

July 1st, 2015

Hi again s.22 . I just dropped a note off with s.22 at the rental unit. I asked him to let you know that I would like to meet with you or s.22 or someone you want to appoint to do a inspection walk thru tomorrow at 4 pm. They are still moving stuff and would not let me in my property s.22 I had a witness with me for this who will attest to our conversation.

It is extremely unreasonable not to allow me access to my rental unit and now will be two days into July to take back possession.

I will be there at 4 pm. If I am denied access again I will be contacting the RCMP. In addition please provide me with a contact phone number and your forwarding address.

Thanks

s.22

Sent from my HTC

----- Reply message -----

From: s.22
To: s.
Cc: '2
2
Subject: Noise Complaints
Date: Wed, Jul 1, 2015 3:34 PM

Further to my request (email sent May 31st) to meet with you at the rental unit , s.2 700 Collingwood, to due a condition inspection walk through on July 1st found you not at the unit. You did not respond with a day or time after a month. Instead I was greeted with s.22 and another gentleman and s.22 at approximately 12:30 pm. They said they do not have to be vacated until midnight of July 1st and refused me access to my unit. You have also removed my For Rent sign and have frustrated my attempts to rent the unit to new tenants. The realtor that did the scheduled walk through was sick for an hour after here viewing and said until cleaned the unit was not safe to be shown to buyers or tenants.

LANDLORDS
REQUEST VIA
EMAIL FOR
A 2ND ATTEMPT
TO MEET WITH
TENANTS FOR A
MOVE OUT INSPECTION
VIA THROUGH.

TENANTS letter appointing

" AS her
appointee

s.22

WE CAN NOT MAKE THE 4:00
PM INSPECTION ON JULY 2/15
AS ^{s.22} WILL BE AT WORK.
AND I'M UNABLE BECAUSE OF
^{s.22}

CALL ^{s.22} COULD YOU PLEASE
TO
ARRANGE A MUTUALLY AGREEABLE TIME?
WE WOULD LIKE TO LEAVE THE UNIT
AS CLEAN AS POSSIBLE TO MAKE IT
EASIER FOR YOU.

THANK YOU FOR YOUR PATIENCE
AND UNDERSTANDING.

s.22

July 2/15
left in
mail box

Letter From
TENANTS APPOINTING
(No LIST NAME)

s.22

(Given)
as Appointee and
His phone number
for contact to
arrange a
move out
inspection
walk through

Left for Landlord
in MARCH on morning
4 July 2/15

Notice of Final Opportunity to Schedule a Condition Inspection

#RTB-22

A condition inspection must be conducted at the beginning and at the end of a tenancy when the residential property is empty of the tenant's possessions, unless the parties agree otherwise; or if the landlord permits the tenant to keep a pet on the residential property after the start of a tenancy and a previous inspection was not completed. This form is to be used by the landlord where the tenant was not available at the date(s) and time(s) first offered by the landlord for a condition inspection, and where the landlord was not available at an alternate time proposed by the tenant. This is the second, and final opportunity as required under the *Residential Tenancy Act* and regulations. When providing an opportunity to schedule a condition inspection, the landlord and tenant must consider any reasonable time limitations of the other party that are known and that affect that party's availability to attend the inspection.

Under the Residential Tenancy Act:

- The right of the tenant to the return of the security deposit or pet damage deposit, or both, no longer exists if the landlord provided two opportunities for inspection and the tenant did not participate on either occasion. If the tenant is unable to attend the inspection, the tenant may ask another person to attend on their behalf; however, the tenant must provide the name of the individual to the landlord.
- The right of a landlord to claim against a security deposit or pet damage deposit, or both, for damage to residential property no longer exists if the landlord does not provide two opportunities for inspection; or does not participate on either occasion; or does not complete the condition inspection report and give the tenant a copy of it in accordance with the regulations.

TO THE TENANT(s):

Full Name(s):

s.22	s.22	s.22
last name	first name	middle name(s)
s.22	s.22	s.22
last name	first name	middle name(s)

Rental Unit Address:

s.22	s.22	700	Collingwood
site number	box number	street number	street name
Kamloops	BC	s.22	s.22 s.22
city	province	postal code	home phone business phone

FROM THE LANDLORD: (if entry for landlord is a business name, use the 'last name' field box to enter the full legal business name)

I,

s.22	s.22	s.22
last name	first name	middle name(s)

hereby propose that the condition inspection be conducted on the following date:

2	July	2015	at	4:00	<input type="checkbox"/> a.m. <input checked="" type="checkbox"/> p.m.
day	month	year		(enter a time between 8:00 a.m. and 9:00 p.m.)	

Signature of Landlord:

FOR MORE INFORMATION

RTB website: www.gov.bc.ca/landlordtenant

Public Information Lines 1-800-665-8779 (toll-free) Greater Vancouver 604-660-1020 Victoria 250-387-1602

Residential Tenancy Branch

Office of Housing and Construction Standards

#RTB-22 (2011/03)

Notice of Final
OPPORTUNITY TO
Schedule A
Condition INSPECTION
Posted on Door
on July 1st, 2015
in evening at
around 6:00pm.

- ALSO HAND A NOTE
TO TENANTS EARLIER
THAT DAY ABOUT
INSPECTION WORK THROUGH
REQUEST + TOLD THEM
I WOULD BE
POSTING THE
NOTICE THAT
DAY!

s.22

TEXT FROM

From: s.22
Sent: July 14, 2015 10:20 AM
To: s.22

From: s.22

She can not make it tomorrow cause she is not doing well and s.22 and I both work and we don't get off work until 6pm and s.22 can't drive and I am the one that dose all the driving and I will be at work at 4pm so what do u want to do now

2015/07/02 03:13:07PM

Sent from my HTC

① ~~TEXT~~ FROM
s.22 - AS TO NOT
being ABLE TO
Meet for Move-out
INSPECTIONS on July 3/15

② But he showed
up on July 2/15
at 4:00pm for
the July 2/15
POSTED REQUEST
for a walk
through.

s.22

TEXT FROM

From: s.22
Sent: July 14, 2015 10:21 AM
To: s.22

From: Me

What time tonight? Or what time tomorrow morning?

2015/07/02 03:14:49PM

Sent from my HTC

s.22

TEXT FROM ME

for another time the
EVENING of July 2, 2015

on the following
Morning July 3, 2015

s.22

s.22

TC //

s.22

TEXT FROM s.22

From: s.22
Sent: July 14, 2015 10:20 AM
To: s.22

From: Me

Hello s.22, I must get into this unit. You folks need to clean the unit and gave the carpets professionally cleaned today

I had requested an inspection walk through today and have been advised that neither tenant available today and that I need to contact you (s.22) at s.22

I am now requesting a third and final walk through inspection tomorrow at 4 pm Friday July 3rd

A note will be left at the unit today. I will give you access today and tonight to clean

s.22

2015/07/02 02:17:39PM

Sent from my HTC

* AT 3:55 pm s.22 showed up AT s.22 700
Collingwood (July 2/15) AND entered
the unit for the inspection scheduled
at 4:00pm. My s.22
was there as a witness.

s.22

Load-load.

TEXT FROM

s.22

s.22

s.22

AS TO 3RD

ATTEMPT

FOR INSPECTION

MOVE OUT REQUEST

on July 3, 2015

s.22

s.22

TC

s.22

TEXT TO

s.22

From: s.22
Sent: July 14, 2015 10:21 AM
To: s.22

From: Me
Also send name and phone number of carpet cleaner asap
2015/07/02 03:59:30PM

Sent from my HTC

s.22

* VERBALLY INformed By at
THE UNIT^{s.22} - 700 Collingwood RD
They used TOTAL Carpet as the
CLEANERS. This was just after
7:PM on July 2, 2015 in the
UNIT.

REQUEST FROM
s.22 s.22 s.22
VIA TEXT TO
s.22 s.2
NAME of CARPET
CLEANING COMPANY

LANDLORD'S OFFER TO SETTLE

s.22

From: s.22
Sent: July 8, 2015 10:31 AM
To: s.22
Cc: s.22
Subject: RE: Noise Complaints

Dear s.22 and s.22. I would like to propose that you send me your consent to keep the damage deposit and pet deposit to offset the damages and expenses to the unit that I have had to incur. Email is fine or you can mail me a copy to s.22, Kamloops, BC s.22. Our rental agreement allowed for one pet only. Additional animals were brought into the unit by you and have caused considerable damage to the unit.

In addition, we were not be able to show the unit due to stench from animal urine and the unit being left in a dirty messy state until yesterday after cleaners washed walls, floors, bathrooms and appliances. We also had to wait until you left a day late after your tenancy expired on June 30th. We still have not had the keys returned as requested of your appointee s.22 (his last name not provided to us). New locks are being installed in the unit and there is a cost for that as well. If you do not consent then I will seek loss of rent for July.

Your appointee failed to co-operate in a reasonable fashion when he meet us at the unit at 4 pm on July 2nd after he said he was not available. Another request had been posted for July 3rd on the door of the unit but in light of the fact that s.22 showed up at 4 pm seemed pointless to allow for another day to do a walk through. s.22 was also in the vehicle outside on the street. In front of a witness he said everything was clean when he left the night before when clearly the unit was still not cleaned. In fact after the carpets were first attempted to be cleaned on June 30th your movers again dirtied the floors with muddy boots (this was from s.22 the carpet cleaner). Fridge shelves lay dirty and unwashed in the sink, oven sprayed inside but not cleaned, floors unwept and dirty, bathrooms not cleaned. We had the same realtor view the unit after you vacated as well as the president of the strata and the next door neighbour who have all agreed to provide statements (two of which I have in hand).

The carpet cleaners you hired were brought back in for a second cleaning without any better results and will provide a statement as to the animal urine and fact that they could not remove the urine and that it has soaked into the underlay.

A carpet representative was called in to spot check areas of the carpet where the carpet was pulled up and confirmed in all rooms that the carpets were soiled by animal urine and that the urine had soaked through the carpet and underlay into the under-laying floors. They will provide a letter attesting to the animal urine.

All of the carpets were removed and the floors scrubbed with bleach and then painted with odor reducing paint. Likewise with the walls which were washed with bleach to get the smell out. All of the ceiling were painted to reduce the odor.

New carpet has been purchased. The old carpet was new a year and a half ago. The cost for the carpet and installation alone was \$2500.00 and another \$200 for cleaning of the bathrooms, kitchen, appliances and floors. I have hired a painter to assist to paint where needed. We had to remove a second fridge of yours that you kindly let sitting in the back yard.

As s.22 (last name not provided) was extremely uncooperative when I tried to walk through with when trying to complete the "moving out" condition inspection report, I had the neighbour s.22 from unit s.22 act as a independent party to assist with a fair viewing and we completed the inspection report. I have a copy if you would like to obtain a copy.

In any event I will accept the deposits and move forward. If I don't hear from you by July 10th I will file for arbitration and seek costs for damages as well as approval to keep security and pet deposits.

I will text s.22 (last name unknown) that you have an email. You have not advised me of your forwarding address or other phone information

Thank you

s.22

From: s.22
Sent: June 17, 2015 6:21 PM
To: s.22
Subject: RE: Noise Complaints

We don't have internet access at our place of residence. So leave a letter in the mailbox with days and times for showings, a day before to allow us our 24 hour notice.



We are currently at our public library in order to communicate with family members and just received your email.

Thank you,

s.22

Sent from Yahoo Mail for iPad

s.22

From: s.22

s.22

To: s.22

s.22

Cc: s.22

Subject: RE: Noise Complaints

Sent: Mon, Jun 15, 2015 12:15:37 PM

*Best West Viewed
RENTAL on or about
June 20th*

Good morning s.22 . I am asking a realtor to stop by and asked for access as I may want to list the unit for sale in addition to re-renting to a new tenant. I will ask them to knock on your door and ask for access. Please let them in.

We also have put a For Rent sign and I will now be advertising. I wanted to leave you undisturbed for the first half of the month but now need to find a new tenant for your unit. What is the best way to set up viewings? I will try and get potential renters all set up for viewing on the same day and it will likely be through Janine until I get there at month-end.

I will also have BC Hydro hooked up in my name as of July 1st in the event a renter won't move in on July 1st for whatever reasons.

Thank You

s.22

From: s.22

Sent: May 30, 2015 4:59 PM

To: s.22

Subject: RE: Noise Complaints

- We lost our cell phone in February so have no phone, internet or tv and realize it is difficult to contact us
 - we still have not received copies of our lease as required and requested
 - we were unaware we were in a strata (rec. rules in February) and got s.22, the dog, in dec. and are unwilling to give her up (~~remove her~~) *See RENTAL Agreement*
 - we were promised that the shed roof would be repaired so it didn't leak which did not happen. We were forced to store it inside and then had to store it at your request at a cost of \$75/mo.
 - * -as we are unable to have quiet enjoyment we are giving our notice to vacate on July 1, 2015
 - mitigating factors are not being given proper notice for inspections, being forced to sign unnecessary forms, being watched and harassed from other tenants, s.22, and promised storage
- Hope this is satisfactory
s.22

Sent from Yahoo Mail for iPad

*No promise AND TENANTS
made aware that shed
did LEAK when they moved
in.*

From: s.22
To: s.22
Subject: RE: Noise Complaints
Sent: Mon, May 4, 2015 3:19:07 PM

Hello s.22 Well I don't have a lot to add at this point. I spent an hour and a half trying to Skype in (or phone) to the council meeting. I called two of the members and did have a conversation with one 20 minutes before the meeting. I told her that I wanted to join into the meeting and also gave her my cell number. Anyway no one called and I wasn't able to join the meeting and I have sent and left email and phone messages. The member I had talked to had very negative things to say that tell a different picture from what you are saying with the exception that she has no issues with your yards. The noise and extra pet issue may be a stumbling block. In the bylaws I sent you there is a provision for disturbances by a tenant as well as pet infractions and these are patrolled by the week and not by the month as I had thought.

I really don't want to get in a he said she said thing here and I don't want a bunch of fines to build up from the strata. I don't want tenants moving in and out either as that is a real pain. The Strata is not (and had not) returned my calls or emails in a timely matter so I think I should be concerned. Before I decide on an extra pet or not (if the council enforces the bylaw) I would like to talk with you again so please call.

I would also like to have s.22 drop by this week and to a walk through to ensure no damage by pets or other has happened in the unit and there are no other concerns before I commit on the pet issue (if not blocked by Strata). If everything is fine I will continue to argue on your behalf. Again a previous tenant in that unit had a small dog and I had to pull all of the carpets out and paint and it cost me dearly so I need to have a bit of peace of mind here.

Yours sincerely

s.22

From: s.22

Sent: May 2, 2015 9:29 PM

To: s.22

Subject: Noise Complaints

Unit s. -running up and down stairs 6:30AM-8AM
11PM

5PM-

All day some weekends-Boys talk loudly-Screws in outside wall-eyesore-
We parked in driveway once to allow me easier access to s.22 car not left
unattended and moved when required s.22 later apologized for her abusive comments -Leaves garbage outside
where it gets strewn about by cats-TV on wall behind our couch causing excessive noise s.22
s.2 in Dec. and was awakened numerous times by noises from s.2 & s.22
-Since she hears so much noise from us doesn't she realize that we do too? s.22 has metal shower hooks which
we hear)- We are adults and need to learn to live side by side-Has straps considered that the far wall between
suites is inadequate and their liability?-We are unable to enjoy peace and quiet since she moved in- no
problems with previous occupants-Our yard is cut and raked weekly and there is no garbage strewn around-We
do not answer the door if:
-We are not home
-We don't hear the bell (s.22
s.22 -The police were here again last night as s.22 witnessed some young adults breaking into
vehicles (one truck was from our complex and needed a witness statement)-There is also activity from Victim
Services. Not all police cars are a result of negative behaviour on our part.-The dog is not left outside to bark
for hours-Complaint is based on hearsay, assumptions, and embellishments

TENANT WAS ALLOWED
① CAT ONLY AS
A pet

LAND LORDS
OFFER TO SETTLE
EMailed TO
TENANTS.

s.22

TEXT FROM s.22

From: s.22
Sent: July 14, 2015 10:22 AM
To: s.22

From: s.22

They don't have a email any more so what is the proposal

* 2015/07/08 11:00:35AM

Sent from my HTC



* EMAILED Landlord's PROPOSAL
To s.22 EMAIL ADDRESS.

TEXT FROM
SAYING

TENANTS NO
LONGER HAVE

AN EMAIL
ON July 8/2015
at 11:35AM

* Proof of CAT

s.22

From: s.22
 Sent: July 8, 2015 12:27 PM
 To: s.22
 Subject: Re: Noise Complaints

Dear s.22,

s.22 was not at the unit July 1st, as she was at work till 6pm, so what time did you arrive at s.22 -700 Collingwood? As we had to hire movers, due to the fact s.22 works full time s.22

I have been requesting a copy of the rental agreement that s.22 stated that she would drop off and leave in the mailbox, after signing it in October 2014.

No move out inspection was done as s.22 and I were not present. Doing a inspection with a person that's not a tenant isn't legal.

I am not giving you consent to keep the damage deposit, as s.22 had to take her cat to the vet after consuming mouse poison that was put out and we were not informed about it, also finding half decomposed mice stuck to a glue trap is toxic to pets and humans health.

* You were informed we had a cat, when we agreed to move in and not being informed by poison that was put out means that you are liable, as I have already talked with a lawyer.

Thank you,

s.22

On Wednesday, July 8, 2015 10:31 AM, s.22

wrote: * OFFER OF
 Proposal By
 landlord.

Dear s.22 I would like to propose that you send me your consent to keep the damage deposit and pet deposit to offset the damages and expenses to the unit that I have had to incur. Email is fine or you can mail me a copy to s.22
 s.22, Kamloops, BC s.22. Our rental agreement allowed for one pet only. Additional animals were brought into the unit by you and have caused considerable damage to the unit.

In addition, we were not be able to show the unit due to stench from animal urine and the unit being left in a dirty messy state until yesterday after cleaners washed walls, floors, bathrooms and appliances. We also had to wait until you left a day late after your tenancy expired on June 30th. We still have not had the keys returned as requested of your appointee s.22 (his last name not provided to us). New locks are being installed in the unit and there is a cost for that as well. If you do not consent then I will seek loss of rent for July.

EMAIL FROM
S.22
CONFIRMING CAT

~~* Forwarding Address Request
AND Response~~

s.22

From: s.22
Sent: July 8, 2015 5:08 PM
To: s.22
Subject: Re: Noise Complaints

s.22

* My contact address is s.22
Kamloops, BC

* contact phone number is s.22

(s.22 - LAST NAME NOT supplied)

Hours of availability for final inspection are 6:30- 9:30 pm. If not suitable pls contact me and we can arrange something else. Where can we return the keys?

We still have not received copies of the lease and amendments of May 2015 and so e-mail was the only written form of communication we had as we have no internet at home.

Thank you,
s.22

On Wednesday, July 8, 2015 2:10 PM, s.22

wrote:

Thank you. We have pictures to. Again I will discuss all of this at the hearing once a date is set.

* If you want to advise of your forwarding address and phone number for the hearing great. If not at least I had the courtesy to ask

Thank you

s.22

Sent from my HTC

----- Reply message -----

From: s.22
To: s.22
Subject: Noise Complaints
Date: Wed, Jul 8, 2015 1:53 PM

s.22

has filled damages for vet cost for her pet consuming poison that you put out and never informed us.

If s.22 gave me a copy of the rental agreement, than why have I been asking for one for the last 8 months?

You think us living with decomposed, dead mice IS HEALTHY? Good thing I have pictures and of the mold on my property and the black mold growing on s.22 clothes.

? No Knowledge of this!

EMAIL FROM

s.22

SUPPLYING HER
FORWARDING ADDRESS
FOR SERVICE and
HER CONTACT PHONE

NUMBER

(* NUMBER
way the
way)

Daryl Johnson

From: s.22
Sent: July 9, 2015 1:37 PM
To: s.22
Subject: Re: 2014 Tenancy Agreement and Move Out Condition Inspection Report of July 3rd, 2014

s.22 is not my appointee. I was not informed about any inspections wanting to be done and s.22 was never informed. So really this is a he said she said. I have already filed my paper work with the tenancy act and so has s.22

On Thursday, July 9, 2015 10:22 AM, s.22

wrote:

Hi s.22 Attached is a copy of the Tenancy Agreement that you were given the original copy of by my agent s.22 on your possession of the unit last October.

Also attached is a copy of the Move Out Condition Inspection report that was witness by the owner of Unit s.22 in a room by room inspection. Your nominee failed to co-operate on July 2nd at 3:55 pm when he showed up for a requested inspection date on July 2nd although when I phoned him he said he could not make it. He showed up anyway on July 2nd at #:50 pm (approximately) with a lady in his vehicle whom we thought was s.22

I attempted to do the inspection starting in the kitchen area which was a huge mess and he said everything was clean the night before and it wasn't your mess. My s.22 heard his comments and viewed the mess and stench and as he (s.22 last name not provided) was not serious about doing a reasonable effort we decided to postpone the inspection notice on the door again for the third time and had a unbiased 3rd party witness do the walk through the following day at the same time.

You have my other email comments in earlier emails. I also see your address for service is s.22 s.22, Kamloops, BC (no postal code) and that address is the s.22 s.22. The phone number you supplied is your appointee s.22 (last name not provided) at s.22 s.22

I will use this information on my application to the arbitrator.

Thank You

s.22

EMAIL FROM
TENANTS DENYING
s.22 (LAST NAME
NOT GIVEN)
THAT
IS NOT THEIR
APPOINTEE.

s.22

s.22

Forwarding address
Supplied from
in email

s.22

s.22

Address
From Business Card
Supplied to
Handled at

s.22

s.22

s.22

on
July 13. 2015



ServiceBC

Government Agent
 Ministry of Citizens' Services
 and Open Government
www.servicebc.gov.bc.ca

gg

Service BC
Government Agent
 Phone: 250-828-4540
 Fax: 250-828-4542

250-455 Columbia ST
 Kamloops, BC
 V2C 6K4

From the desk of:

☐ Gordon Swan
 Government Agent
 (250)828-4541

☐ Chloe
 (250)828-4318

☐ Wendy
 (250)828-4543

☐ Sally
 (250)828-4314

☐ Steven
 (250)828-4312

☒ Lisa T
 (250)828-4311

☐ Tressa
 (250)828-4313

☐ ()

☐ ()

access to government services made easy

To: **RESIDENTIAL TENANCY BRANCH: VICTORIA**
PO BOX 9298 STN PROV GOVT
VICTORIA BC V8W 9J8
PHONE: (250) 387-6680

Date: July 15, 2015

FILE#: 257668 # PAGES (INCL. COVER): 100

s.22

CLIENT NAME:

- ☐ APPLICATIONS - 1-866-809-9942
- ☒ NEW APPLICATION
 - ☐ DIRECT REQUEST APPLICATION
 - ☐ CORRECTION(S)/AMENDMENT
 - ☐ APPLICATION FOR REVIEW/
CORRECTION/CLARIFICATION
OF A DECISION OR ORDER
 - ☐ OTHER (SPECIFY BELOW)
- ☐ PROOF OF SERVICE - DIRECT REQUEST
 1-866-341-7536

ORDER OF EVIDENCE

1. Application including any extra pages for explanations, Schedule of parties and mailing addresses
2. Monetary Order worksheet
3. Digital evidence worksheet (any digital evidence will follow by regular mail)
4. Tenancy Agreement
5. Rent increase forms
6. Any eviction notices
7. Any Proof of Service
8. Any additional Evidence
9. Proof of payment or fee waivers with supporting

Visit us at servicebc.gov.bc.ca |
facebook.com/servicebc | 800-663-7867
 BC Transplant-Are you registered?
www.transplant.bc.ca

0641 RTB GA OR FEE	50.00	1	50.00
RTA FILING	50.00		
FILE NUMBER	257668		
DOC: CLIENT NAME	s.22		
SUBTOTAL			50.00
GST CHARGED ON	0.00		0.00
PST			0.00
TRANSACTION TOTAL			50.00
VISA			50.00
TOTAL PAYMENT			50.00
CHANGE			0.00

00040 KAMLOOPS
 JUL 15, 2015
 TRANSACTION ID: 1000037
 AMOUNT

BRITISH COLUMBIA
 ServiceBC
 GOVERNMENT AGENTS REVENUE MANAGEMENT SYSTEM
 TRANSACTION RECEIPT
 GST# R107864738

Disclaimer: This facsimile is confidential. It is intended only for the use of the person to whom it is addressed. Any distribution or other use by anyone else is strictly prohibited. If you have received this facsimile in error, please telephone us immediately and destroy all attachments received with this transmission. Your co-operation is greatly appreciated.

**RESIDENTIAL TENANCY BRANCH
C/O 101-3350 Douglas Street
Victoria, BC V8Z 3L1
Phone 250 387-6680 (internal use only)**

TO: Service BC Centre at: KAMLOOPS
File Number: 257668
For the Applicant: s.22

-
1. Assemble one document package for the Applicant and one for **EACH** Respondent.

Notice of Hearing Documents to be served no later than: _ JULY 23, 2015

2. Include in each package a copy of the attached:
- **Notice of a Dispute Resolution Hearing** letter; and
 - **Application for Dispute Resolution** (2 pages) plus any other related documentation IE: Schedule of Parties, additional application page etc.
3. Attach the Dispute Resolution Process Fact Sheet #RTB-114 (6 pages) to each document package prepared.
4. When assembling the Hearing Package place the Notice of Hearing Letter on top, followed by the Application for Dispute Resolution, any additional pages, and the Dispute Resolution Process Fact Sheet.

Please do not include the filing fee waiver and proof of income in any of the packages.

5. Give originals back to client.
6. If there is any additional evidence, please use the revised RTB Evidence cover sheet to fax a copy to 1-250-356-7296 quoting file number. Photos or digital evidence may be sent to the above address. RTB must receive evidence from the applicant as soon as possible and in any event not later than 14 clear days prior to the hearing, and evidence from the respondent as soon as possible and in any event not later than 7 clear days prior to the hearing. Please allow sufficient time for mailing.

Pickup Date:

Fee Due:

Date:

of Pages including this one:

IO Sending:

This message is intended only for the use of the individual named above and may contain information that is privileged or confidential. If you are not the intended recipient, please notify sender immediately by telephone.

July 20, 2015

RESPONDENT:
s.22APPLICANT:
s.22**NOTICE OF A DISPUTE RESOLUTION HEARING**

Concerning premises at: s.2 700 COLLINGWOOD, KAMLOOPS BC

File No. 257668

A date has been set for a hearing to resolve the dispute described in the attached Application form. This hearing will be conducted by **TELEPHONE CONFERENCE CALL**. Please use one of the following phone numbers and passcode below to join the Telephone Conference Call.

DATE AND TIME OF HEARING: Thursday, December 10, 2015 at 09:30 AM
(Pacific Time)

Phone Number

- Vancouver area: (604) 899-1159
- All other locations: 1 (888) 458-1598 (toll free call)

Access Code: 6882600#

INSTRUCTIONS:

1. At the scheduled start time, call one of the numbers available:
Vancouver (604)899-1159 OR, for all other areas, 1(888) 458-1598.

NOTE: Calling in prior to your scheduled start time may result in you not successfully entering your hearing.
Press *0 to reach an operator if you encounter a problem joining the conference call or anytime during the call.

Now, follow the prompts:

2. When asked, key in your access code: It is shown above.
3. When asked, say your FULL NAME, then press #.
4. You have now joined the conference call, and will hear music while others join the call.

GENERAL INFORMATION about your responsibility and the hearing

1. Evidence to support your position is important and must be given to the other party and to the Residential Tenancy Branch before the hearing. Instructions for evidence processing are included in this package. Deadlines are critical.
2. Residential Tenancy Branch Rules of Procedure apply to the proceedings: For details, contact the RTB or a Service BC Office or check online at <http://www.rto.gov.bc.ca/>.
3. You (or your agent) must participate in the hearing at the time and date assigned.
4. The hearing will continue without you if you or your representative is not in attendance.
5. A final and binding decision will be issued once the hearing is concluded.

Attachments: Originating Application
RTB Fact Sheets containing important information for you

RESIDENTIAL TENANCY BRANCH

Office of Housing and Construction Standards
Residential Tenancy Branch

Mailing Address:
PO Box 9298
Stn Prov Govt
Victoria BC V8W 9J8

Telephone: 250 387-1602
Toll Free: 1 800 665-8779
Facsimile: 250 356-7296

July 20, 2015

RESPONDENT:

s.22

APPLICANT:

s.22

NOTICE OF A DISPUTE RESOLUTION HEARINGConcerning premises at: s.2
2 700 COLLINGWOOD, KAMLOOPS BC

File No. 257668

A date has been set for a hearing to resolve the dispute described in the attached Application form. This hearing will be conducted by **TELEPHONE CONFERENCE CALL**. Please use one of the following phone numbers and passcode below to join the Telephone Conference Call.

DATE AND TIME OF HEARING: Thursday, December 10, 2015 at 09:30 AM
(Pacific Time)

Phone Number

- **Vancouver area:** (604) 899-1159
 - **All other locations:** 1 (888) 458-1598 (toll free call)
- Access Code:** 6882600#

INSTRUCTIONS:

1. At the scheduled start time, call one of the numbers available:
Vancouver (604)899-1159 OR, for all other areas, 1(888) 458-1598.

NOTE: Calling in prior to your scheduled start time may result in you not successfully entering your hearing.
Press *0 to reach an operator if you encounter a problem joining the conference call or anytime during the call.

Now, follow the prompts:

2. When asked, key in your access code: It is shown above.
3. When asked, say your FULL NAME, then press #.
4. You have now joined the conference call, and will hear music while others join the call.

GENERAL INFORMATION about your responsibility and the hearing

1. Evidence to support your position is important and must be given to the other party and to the Residential Tenancy Branch before the hearing. Instructions for evidence processing are included in this package. Deadlines are critical.
2. Residential Tenancy Branch Rules of Procedure apply to the proceedings: For details, contact the RTB or a Service BC Office or check online at <http://www.rto.gov.bc.ca/>.
3. You (or your agent) must participate in the hearing at the time and date assigned.
4. The hearing will continue without you if you or your representative is not in attendance.
5. A final and binding decision will be issued once the hearing is concluded.

Attachments: Originating Application
RTB Fact Sheets containing important information for you

RESIDENTIAL TENANCY BRANCH

Office of Housing and Construction Standards
Residential Tenancy Branch

Mailing Address:
PO Box 9298
Stn Prov Govt
Victoria BC V8W 9J8

Telephone: 250 387-1602
Toll Free: 1 800 665-8779
Facsimile: 250 356-7296

MAIN Floor WITH
UTILITY ANIMAL
URINE

BRITISH COLUMBIA

Notice of Final Opportunity to Schedule a Condition Inspection

#RTB-22

A condition inspection must be conducted at the beginning and at the end of a tenancy when the residential property is empty of the tenant's possessions, unless the parties agree otherwise, or if the landlord permits the tenant to keep a pet on the residential property after the start of a tenancy and a previous inspection was not completed. This form is to be used by the landlord where the tenant was not available at the date(s) and time(s) first offered by the landlord for a condition inspection, and where the landlord was not available at an alternate time proposed by the tenant. This is the second, and final, opportunity as required under the Residential Tenancy Act and regulations. When providing an opportunity to schedule a condition inspection, the landlord and tenant must consider any reasonable time limitations of the other party that are known and that affect that party's availability to attend the inspection.

Under the Residential Tenancy Act:

- The right of the tenant to the return of the security deposit or pet damage deposit, or both, no longer exists if the landlord provided two opportunities for inspection and the tenant did not participate on either occasion. If the tenant is unable to attend the inspection, the tenant may ask another person to attend on their behalf; however, the tenant must provide the name of the individual to the landlord.
- The right of a landlord to claim against a security deposit or pet damage deposit, or both, for damage to residential property no longer exists if the landlord does not provide two opportunities for inspection; or does not participate on either occasion; or does not complete the condition inspection report and give the tenant a copy of it in accordance with the regulations.

TO THE TENANT(s):

Full Name(s):
Last name: s.22 First name: s.22 Middle name(s): s.
Last name: s.22 First name: s.22 Middle name(s): s.2
Last name: s.2 First name: 700 Cellingwood Street name: s.22
Box number: 250, 899-1889 Province: BC Postal code: s.22 Home phone: Business phone: s.22

FROM THE LANDLORD: (If entry for landlord is a business name, use the "last name" field box to enter the full legal business name)
Last name: s.22 First name: s.22 Middle name(s): s.22

hereby propose that the condition inspection be conducted on the following date:
2 July 2015 at 4:00 a.m. ☒ p.m.
(enter a time between 8:00 a.m. and 8:00 p.m.)

Signature of Landlord: s.22
s.22

FOR MORE INFORMATION
RTB website: www.gov.bc.ca/landlordtenant
Public Information Lines 1-800-665-8779 (toll-free) Greater Vancouver 604-660-1020 Victoria 250-387-1602

Residential Tenancy Branch
Office of Housing and Construction Standards
#RTB-22 (01/16)

July 135
POSTED
NOTICE





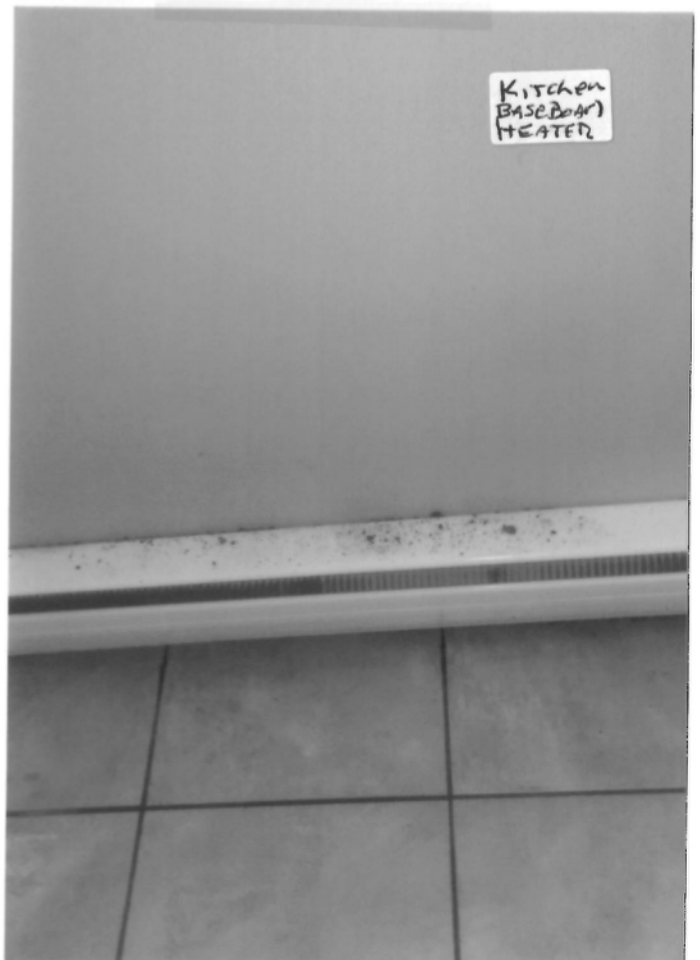
FRONT
HALLWAY



FRONT
ENTRY
BENCH
AND
TILE
FLOOR



HALLWAY
BASEBOARD
HEATER



KITCHEN
BASEBOARD
HEATER





Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

File No: 257668

In the matter of the *Residential Tenancy Act*, SBC 2002, c. 78, as amended

Between s.22 , **Landlord(s)**,
Applicant(s)

And s.22 **and** s.22 , **Tenant(s)**,
Respondent(s)

Regarding a rental unit at: s.22 - 700 COLLINGWOOD, KAMLOOPS, BC

Date of Hearing: December 10, 2015, by conference call.

Date of Decision: December 18, 2015

Attending:

For the Landlord: s.22

For the Tenants: No one



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNSD MNDC FF

Introduction

This hearing was convened as a result of the landlord's application for dispute resolution under the *Residential Tenancy Act* (the "Act") for a monetary order for damage to the unit, site or property, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, to keep all or part of the security deposit and pet damage deposit, and to recover the cost of the filing fee.

The landlord appeared at the teleconference hearing and gave affirmed testimony. During the hearing the landlord was given the opportunity to provide his evidence orally. A summary of the evidence is provided below and includes only that which is relevant to the hearing.

As the tenants did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice of Hearing"), Application for Dispute Resolution (the "Application") and documentary evidence were considered. The landlord testified that the Notice of Hearing, Application and documentary evidence were served on the tenants by registered mail on July 20, 2015, comprised of one registered mail package for each tenant. The landlord provided two registered mail tracking numbers in evidence and confirmed that when the packages were tracked online, the packages were both shown as "successfully delivered" on July 21, 2015. The landlord testified that the packages were addressed to the tenants' forwarding address provided in writing by the tenants in an e-mail dated July 8, 2015. Based on the above, I accept that the tenants were served as of July 21, 2015, when the registered mail packages were successfully delivered to both tenants.

Preliminary and Procedural Matters

During the hearing, the landlord requested to reduce items #9 and #10 of his monetary claim from \$2,367.01 to \$100.01 as the landlord made an insurance claim due to the damages to the rental unit and that he received compensation from the insurance company in the amount of \$3,267.00, although had to pay a \$1,000.00 deductible to the insurance company. The amount of \$100.01 was explained by the landlord as follows:

\$3,267.00 cheque from insurance company
- \$1,000.00 insurance deductible paid by the landlord
<hr/>
\$2,267.00
- \$2,367.01 which were the original combined amounts being claimed for #9 and #10
<hr/>
\$100.01 being claimed by the landlord for items #9 and #10

I find that a reduction of the landlord's claim does not prejudice the tenants and permit the landlord to reduce his claim for items #9 and #10 to \$100.01 pursuant to section 64(3) of the *Act*.

Issues to be Decided

- Is the landlord entitled to a monetary order under the *Act*, and if so, in what amount?
- What should happen to the tenants' security deposit and pet damage deposit under the *Act*?

Background and Evidence

A copy of the tenancy agreement was submitted in evidence. A fixed term tenancy began on October 1, 2014, and was scheduled to revert to a month to month tenancy after September 30, 2015. Monthly rent in the amount of \$1,200.00 was due on the first day of the month. A security deposit of \$600.00 and a \$600.00 pet damage deposit were paid by the tenants, which the landlord continues to hold.

The landlord's reduced monetary claim is as follows:

ITEM DESCRIPTION	AMOUNT CLAIMED
1. Cleaning supplies	\$50.09
2. Re-key dead bolts to rental unit	\$118.66
3. Odour treating paint	\$30.88
4. Bleach and paint roller kit	\$18.79
5. Replace missing toilet seat	\$49.59
6. Paint primer and related products	\$132.52
7. Dumping fee	\$15.00
8. Cleaning labour fees	\$200.00
9. Carpet replacement	\$100.01 (see preliminary matters)
10. Labour to install carpets	
11. Labour to remove old carpets, paint floors/walls/ceilings	\$500.00
12. Dumping fee for old carpets and underlay only	\$18.40
13. Loss of rent for July 2015 due to condition of rental unit and significant repairs required	\$1,200.00
TOTAL	\$2,433.94

The landlord testified that the carpets in the rental unit were less than one year old at the start of the tenancy and that the paint in the rental unit was less than six months old when the tenancy began.

Regarding item 1, the landlord referred to the condition inspection report and photos submitted in evidence and a receipt in the amount of \$50.09 in support of this portion of the landlord's claim.

Regarding item 2, the landlord testified that the tenants did not return the rental unit keys at the end of the tenancy. The landlord referred to the condition inspection report submitted in evidence and a receipt in the amount of \$118.66 in support of this portion of the landlord's claim.

Regarding item 3, the landlord referred to the condition inspection report and a receipt submitted in evidence in the amount of \$30.88 in support of this portion of the landlord's claim.

Regarding item 4, the landlord referred to the condition inspection report and a receipt submitted in evidence in the amount of \$18.79 in support of this portion of the landlord's claim.

Regarding item 5, the landlord referred to the condition inspection report and a receipt submitted in evidence in the amount of \$49.59 in support of this portion of the landlord's claim.

Regarding item 6, the landlord referred to the condition inspection report and a receipt submitted in evidence in the amount of \$132.52 in support of this portion of the landlord's claim.

Regarding item 7, the landlord referred to the condition inspection report and a receipt submitted in evidence in the amount of \$15.00 in support of this portion of the landlord's claim.

Regarding item 8, the landlord referred to the condition inspection report, photos and a receipt submitted in evidence in the amount of \$200.00 in support of this portion of the landlord's claim.

For items 9 and 10, the landlord referred to the condition inspection report, photos and receipts submitted in evidence in the amount of \$1,770.19 and \$596.82 in support of these portions of the landlord's claim. As mentioned above, the insurance company amount has been deducted from the amount that the landlord is claiming against the tenants for this portion of the landlord's claim.

Regarding item 11, the landlord stated that while he was not charging for his own labour to repair the rental unit which was three times the amount of labour he is claiming against the tenants for in item 11, the landlord is claiming \$500 for 25 hours of labour at \$20.00 per hour that he paid another person to assist in disposing of carpets, cleaning and painting the floors, walls etc. after the tenants' pet had urinated all over the rental unit. The landlord referred to the condition inspection report and a receipt submitted in evidence in the amount of \$500.00 in support of this portion of the landlord's claim.

Regarding item 12, the landlord referred to the condition inspection report and a receipt submitted in evidence in the amount of \$18.40 in support of this portion of the landlord's claim.

Regarding item 13, the landlord is claiming for loss of \$1,200.00 for July 2015 rent as the tenants vacated the rental unit on July 2, 2015 and according to the landlord's undisputed testimony the tenants left the rental unit damaged, extremely dirty and in such a poor condition that it could not be re-rented in July 2015. The landlord described the rental unit left by the tenants as having a horrible smell and damages that were in need of repair before it could be re-rented.

Analysis

Based on the evidence presented and the undisputed testimony of the landlord provided during the hearing, and on the balance of probabilities, I find the following.

Landlord's claim for cleaning costs – I find that the condition inspection report submitted in evidence supports that the rental unit required significant cleaning at the end of the tenancy. Section 37 of the *Act* states:

Leaving the rental unit at the end of a tenancy

37 (2) When a tenant vacates a rental unit, the tenant must

(a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear,
and

(b) give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

[my emphasis added]

Based on the above, I find the tenants breached section 37 of the *Act* by failing to leave the rental unit in reasonably clean condition at the end of the tenancy. Given the above, I find the landlord has met the burden of proof in proving all costs related to cleaning the rental unit.

Remainder of landlord's monetary claim – I find the landlord has provided sufficient evidence to support his entire monetary claim, which includes a comprehensive condition inspection report, receipts, photos, and undisputed testimony which supports the landlord's entire claim. Therefore, I find the landlord has met the burden of proof and is entitled to the full amount of his total claim which total **\$2,433.94**, and includes the cleaning costs referred to above.

As the landlord's application had merit, I grant the landlord the recovery of the filing fee in the amount of **\$50.00**.

I find the landlord has established a total monetary claim in the amount of **\$2,483.94** for items 1 to 13 inclusive, comprised of \$2,433.94 in cleaning costs, costs to repair damages caused by the tenants, and loss of July 2015 rent of \$1,200.00, plus the recovery of the \$50.00 filing fee. The landlord continues to hold the tenants' security deposit of \$600.00 and pet damage deposit of \$600.00, neither of which have accrued any interest to date.

I authorize the landlord to retain the tenants' full security deposit of \$600.00 and full pet damage deposit of \$600.00 in partial satisfaction of the landlord's monetary claim. I grant the landlord a monetary order pursuant to section 67 of the *Act*, for the balance owing by the tenants to the landlord in the amount of **\$1,283.94**.

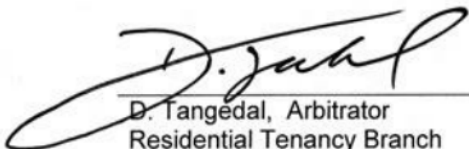
Conclusion

The landlord's application is successful.

The landlord has been granted a monetary order pursuant to section 67 of the *Act*, for the balance owing by the tenants to the landlord in the amount of \$1,283.94. This order must be served on the tenants and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: December 18, 2015


D. Tangedal, Arbitrator
Residential Tenancy Branch



Residential Tenancy Branch

RTB-136

Now that you have your decision...

All decisions are binding and both landlord and tenant are required to comply.

The RTB website (www.gov.bc.ca/landlordtenant) has information about:

- How and when to enforce an order of possession:
Visit: www.gov.bc.ca/landlordtenant/orders
- How and when to enforce a monetary order:
Visit: www.gov.bc.ca/landlordtenant/orders
- How and when to have a decision or order corrected:
Visit: www.gov.bc.ca/landlordtenant/review to learn about the correction process
- How and when to have a decision or order clarified:
Visit: www.gov.bc.ca/landlordtenant/review to learn about the clarification process
- How and when to apply for the review of a decision:
Visit: www.gov.bc.ca/landlordtenant/review to learn about the review process
Please Note: Legislated deadlines apply

To personally speak with Residential Tenancy Branch (RTB) staff or listen to our 24 Hour Recorded Information Line, please call:

- Toll-free: 1-800-665-8779
- Lower Mainland: 604-660-1020
- Victoria: 250-387-1602

Contact any Service BC Centre or visit the RTB office nearest you. For current information on locations and office hours, visit the RTB web site at www.gov.bc.ca/landlordtenant

Residential Tenancy Branch

#RTB-136 (2014/12)





Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

File No. 257668

Date: December 18, 2015

In the matter of the *Residential Tenancy Act*, SBC 2002, c. 78, as amended

Between
s.22
, Landlord(s),
Applicant(s)

And
s.22
, and s.22
, Tenant(s),
Respondent(s)

Re: An application pursuant to sections 38, 67, and 72 of the *Residential Tenancy Act* regarding a rental unit at:

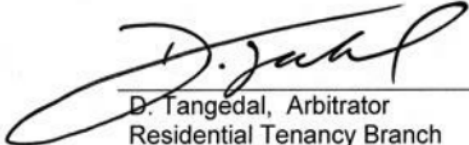
s.22 - 700 COLLINGWOOD, KAMLOOPS, BC

ORDER

Having heard the evidence of the Applicant and in the absence of the Respondents, who did not appear, although sufficiently served,

I HEREBY ORDER, pursuant to section 67 of the *Residential Tenancy Act*, the Respondents, s.22 and s.22, to pay to the Applicant, s.22, the sum of **\$1,283.94**

Dated: December 18, 2015


D. Tangedal, Arbitrator
Residential Tenancy Branch

255582 – AUDIT NOTES (copy and pasted from CMS)

2015-02-06 12:25:12 PM

ARSystem >>> The Primary Applicant Type has changed and has been set to Tenant

ARSystem >>> The Primary Applicant Last Name has changed and has been set to s.22

ARSystem >>> The Primary Applicant First Name has changed and has been set to s.22

ARSystem >>> The Primary Applicant Unit has changed and has been set to s.22

ARSystem >>> The Primary Applicant Street Address has changed and has been set to 700 COLLINGWOOD DR

ARSystem >>> The Primary Applicant City has changed and has been set to KAMLOOPS

ARSystem >>> The Primary Applicant Province has changed and has been set to BC

ARSystem >>> The Primary Applicant Postal Code has changed and has been set to s.22

ARSystem >>> The Primary Applicant Day Phone has changed and has been set to s.22

ARSystem >>> The Primary Respondent Type has changed and has been set to Landlord

ARSystem >>> The Primary Respondent Last Name has changed and has been set to s.22

ARSystem >>> The Primary Respondent First Name has changed and has been set to s.22

ARSystem >>> The Primary Respondent Street Address has changed and has been set to s.22

ARSystem >>> The Primary Respondent City has changed and has been set to KAMLOOPS

ARSystem >>> The Primary Respondent Province has changed and has been set to BC

ARSystem >>> The Primary Respondent Postal Code has changed and has been set to s.22

ARSystem >>> The Primary Respondent Day Phone has changed and has been set to s.22

ARSystem >>> The Second Respondent Type has changed and has been set to Landlord

ARSystem >>> The Second Respondent Last Name has changed and has been set to s.22

ARSystem >>> The Second Respondent First Name has changed and has been set to s.22

ARSystem >>> The Second Respondent Street Address has changed and has been set to s.22

ARSystem >>> The Second Respondent City has changed and has been set to KAMLOOPS

ARSystem >>> The Second Respondent Province has changed and has been set to BC

ARSystem >>> The Second Respondent Postal Code has changed and has been set to s.22

ARSystem >>> The Second Respondent Day Phone has changed and has been set to s.22

ARSystem >>> The Dispute Province has changed and has been set to BC

ARSystem >>> The Total Amount Claimed has changed and has been set to 0.00

ARSystem >>> The Fee Recovery Requested has changed and has been set to No

ARSystem >>> The Fee Waiver Requested has changed and has been set to No

ARSystem >>> File Number, 255582, was added

ARSystem >>> The Record Status has changed and has been set to Submitted

2015-02-06 12:27:50 PM

ARSystem >>> The Dispute Street Address has changed and has been set to s.22

ARSystem >>> The Dispute City has changed and has been set to KAMLOOPS

ARSystem >>> The Dispute Postal Code has changed and has been set to s.22 ;

ARSystem >>> The Dispute Type has changed and has been set to RTA

ARSystem >>> The Dispute Service Code has changed and has been set to 4090

ARSystem >>> The Total Amount Claimed has changed and has been set to 2200.00

ARSystem >>> The Filing Fee has changed and has been set to 0.00

2015-02-10 9:26:31 AM

ARSystem >>> The Hearing Date was changed from to 18/08/2015

ARSystem >>> The Hearing Time was changed from to 02:30 PM

ARSystem >>> The DRO Code was changed from to s.22

ARSystem >>> The Hearing Type was changed from to Conference Call

ARSystem >>> The Hearing Location was changed from:

to:

Residential Tenancy Branch Victoria

Suite 101

3350 Douglas Street

Victoria, BC V8Z 3L1

ARSystem >>> The WheelChair Access Required field was changed from No to

ARSystem >>> The Conference Bridge Number was changed from to 1 (888) 458 - 1598

ARSystem >>> The Participant Code was changed from to 1657793#

ARSystem >>> The Moderator Code was changed from to 9763918#

2015-02-10 9:27:23 AM

NO CROSS APPS FOUND;

2015-02-10 9:27:28 AM

ARSystem >>> The Record Status has changed and has been set to Scheduled

2015-02-10 11:31:58 AM

LEFT MSG FOR THE APP RE-P/U; SERVICE WITHIN 3 DAYS; LATEST 13 FEB TO BOTH PARTIES SEPRATELY;

2015-03-19 8:23:35 AM

ARSystem >>> The Hearing Date was changed from 18/08/2015 to

ARSystem >>> The Hearing Time was changed from 02:30 PM to

ARSystem >>> The DRO Code was changed from s.22 to

ARSystem >>> The Hearing Type was changed from to

ARSystem >>> The Hearing Location was changed from:

Residential Tenancy Branch Victoria

Suite 101

3350 Douglas Street

Victoria, BC V8Z 3L1

to:

ARSystem >>> The Conference Bridge Number was changed from 1 (888) 458 - 1598 to

ARSystem >>> The Participant Code was changed from 1657793# to

ARSystem >>> The Moderator Code was changed from 9763918# to

2015-03-19 8:23:57 AM

ARSystem >>> The Record Status has changed and has been set to Abandoned

2015-03-19 8:33:02 AM

SBC FAXED DOCUMENT STATING PACKAGES WERE NOT PICKED UP. SETTING TO ABANDONED.

2015-04-07 11:49:14 AM

APP CALLED TO SEE WHY NOH NOT SENT. EXPLAINED THTAT WE ALLED HER ON FEB 10 BUT SHE DID NOT PICK UP DOCS. SHE SAID SHE LOST HER CELL PHONE AND WAS ONLY USING HER LAND LINE. EXPLAINED THAT WE CALLED HER ON THE PHONE NUMBER PROVIDED ON APPLICATION AND THAT SHE WOULD NOW HAVE TO REAPPLY SINCE THIS CLAIM IS NOW ABANDONDED.



FILE #: 812547

The personal information recorded on this form is collected under the authority of s. 59, *Residential Tenancy Act* and s. 52, *Manufactured Home Park Tenancy Act* for the purpose of administering the Acts. The information may be disclosed to the public in accordance with the *Freedom of Information and Protection of Privacy Act*. Questions about the collection of this information to an Information Officer at 604-660-1020 in Vancouver, or 387-1602 in Victoria or 1-800-665-8779.

NOTES:

- *If the full legal name of the party is a business name, enter the full legal business name in the box labeled "last name"
- *If a tenant is applying for a monetary order, the name of the legal landlord is required.
- *If additional space is required to list all parties, use and attach "Schedule of Parties", RTB form 26.
- *Get more information, or submit your application online at www.rto.gov.bc.ca or at 1-800-665-8779 (Vancouver 604-660-1020, Victoria 387-1602).
- *RTB Burnaby: 400 - 5021 Kingsway
- *RTB Kelowna: 305 - 478 Bernard Avenue
- *RTB Victoria: Suite 101 - 3350 Douglas Street
- *Any Service BC-Government Agents Office

This application is being made under: RTA

LANDLORD(S) Applicant(s) The person asking for dispute resolution is: Landlord

s.22		s.22		
last name		first and middle name(s)		
s.22	s.22	KAMLOOPS	BC	s.22
unit/site	street address	city	province	postal code
s.22	s.22	s.22	s.22	s.22
unit/site	mailing address	city	province	postal code
s.22	s.22	s.22	s.22	s.22
daytime phone number	other phone number	fax number for service		

TENANT(S) Respondent(s) The other party to the dispute is: Tenant

s.22		s.22		
last name		first and middle name(s)		
s.22	700 COLLINGWOOD DRIVE	KAMLOOPS	BC	s.22
unit/site	street address	city	province	postal code
s.22	s.22	s.22	s.22	s.22
unit/site	mailing address	city	province	postal code
s.22	s.22	s.22	s.22	s.22
daytime phone number	other phone number	fax number for service		

DISPUTE ADDRESS (address of the rental unit or manufactured home site):

s.22	700 COLLINGWOOD DRIVE	KAMLOOPS	BC	s.22
unit/site	street address	city	province	postal code

SIGNATURE s.22

DATE 2013-09-16 2:35:22PM

Page 1 of 2

A Dispute Resolution Officer has the authority to make decisions regarding the types of disputes listed below.

MNR MNSD OPR OPR MND MNR MNSD FF

2,787.50

Monetary Order

dispute codes

Dispute Code	Dispute Order
FF	Recover filing fee from the tenant for the cost of this application
MND	For damage to the unit, site or property
MNR	For unpaid rent or utilities
MNSD	To keep all or part of pet damage deposit or security deposit
OPR	The tenant has not paid rent or utilities

Date the *Notice to End Tenancy* referred to in this Application was

September 03, 2013

How was it
served? Posted on door of the rental unit

order or decision requested (including itemized monetary amounts where applicable)

Late on rent and only \$250.00 received towards monthly rent of \$1175. Tenant also gave a verbal notice unit for end of September, and no written notice given. AS of September 17th balance of rent as not been received. Landlord is actively attempting to rent unit out but unit is extremely unclean and needs to be cleaned. Minor damage to unit by tenant. Prospective tenants say the unit smells due to dog stains on new carpet installed for this tenant, broken lower toilet and rotten smells fridge in kitchen. Back yard of unit not mowed, garden beds unkept, and littered with junk, black garbage bags and toys. To date 4 sets of potential tenants have viewed this unit and none want to rent due to the condition. As a landlord I request immediate possession to clean the unit for habitation. Damage to cabinets, walls, screen door and floors but current extent not known at this time. No room here for calculations!!!

Details of the Dispute

SIGNATURE s.22

DATE 2013-09-16 2:35:22PM

Page 2 of 2

End of Application



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

File No: 812547

In the matter of the *Residential Tenancy Act*, SBC 2002, c. 78, as amended

Between

s.22

, **Landlord(s)**,

Applicant(s)

And

s.22

, **Tenant(s)**,

Respondent(s)

Regarding a rental unit at: s. 700 Collingwood Drive, Kamloops, BC

Date of Hearing: October 28, 2013, by conference call.

Date of Decision: October 28, 2013

Attending:

For the Landlord: No Appearance

For the Tenant: No Appearance



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MNSD, MND, FF

This matter was set for a conference call hearing at 9:00 a.m. on this date. The line remained open while the phone system was monitored for ten minutes and no participant called into the hearing during this time. As neither Party appeared at the conference call, this application is dismissed with leave to reapply. Leave to re-apply is not an extension of any applicable limitation period.

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 28, 2013



R. Weitzel, Arbitrator
Residential Tenancy Branch



Residential Tenancy Branch

RTB-136

Now that you have your decision...

All decisions are binding and both landlord and tenant are required to comply.

The RTB website (www.rto.gov.bc.ca) has information about:

- How and when to enforce an order of possession:
Fact Sheet RTB-103: *Landlord: Enforcing an Order of Possession*
- How and when to enforce a monetary order:
Fact Sheet RTB-108: *Enforcing a Monetary Order*
- How and when to have a decision or order corrected:
Fact Sheet RTB-111: *Correction of a Decision or Order*
- How and when to have a decision or order clarified:
Fact Sheet RTB-141: *Clarification of a Decision or Order*
- How and when to apply for the review of a decision:
Fact Sheet RTB-100: *Review Consideration of a Decision or Order (Please Note: Legislated deadlines apply)*

To personally speak with Residential Tenancy Branch (RTB) staff or listen to our 24 Hour Recorded Information Line, please call:

- Toll-free: 1-800-665-8779
- Lower Mainland: 604-660-1020
- Victoria: 250-387-1602

Contact any Service BC Centre or visit the RTB office nearest you. For current information on locations and office hours, visit the RTB web site at www.rto.gov.bc.ca