Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes CNC, MNDC, OLC, PSF, RR, FF

Introduction

This hearing dealt with the tenants' amended application to cancel a *1 Month Notice to End Tenancy for Cause*; to request Monetary Order for damage or loss under the Act, regulations or tenancy agreement; to request Orders for the landlords to comply with the Act, regulations or tenancy agreement and provide services or facilities required by law; for authorization to reduce rent for repairs, services or facilities agreed upon but not provided; and, to recover the filing fee paid for this application from the landlords. Both parties appeared at the hearing and were provided the opportunity to provide affirmed testimony.

At the commencement of the hearing the tenants' upstairs neighbour appeared as a witness for the landlord. The witness was requested to provide a telephone number in the event the witness was called to the hearing. The witness provided a telephone number and was excused. The witness was not called to testify during the hearing.

The tenants had submitted a portion of their documentary evidence less than five business days before the hearing. The tenant noted in his submission that the landlord served the landlord's evidence package to the tenants' doorway on November 30, 2009 and received an expedited letter on December 1, 2009. The tenant requested that I accept both the landlords' and the tenants' evidence that have been submitted, including late evidence and evidence that has not been submitted in accordance with service requirements. I am satisfied both parties have received and have had an opportunity to review the documentary evidence that has been served upon them and

since the evidence has been received by the parties more than two days before the hearing, I have accepted all the documentary evidence provided by both parties.

As the tenants had identified several issues to be addressed in making this application, immediately before taking testimony I set out the order of issues to be heard in the order I determined to be most urgent. The parties were informed that the issuance of the Notice to End Tenancy would be addressed first; followed by requests for services or facilities required by law and compliance from the landlord; followed by the request for monetary compensation.

The teleconference call lasted one hour and 45 minutes at which time the call was ended. The hearing was not adjourned as the tenants had requested the hearing not be adjourned in their submissions and since both parties had provided a considerable volume of documentary evidence and written submissions for my consideration, I did not determine it necessary to reconvene this hearing. Accordingly, my decision has been based upon the verbal testimony provided to me during the teleconference call and all of the evidence provided by the parties, including the audio recording and photographs, provided by the parties.

Issues(s) to be Decided

1. Did the landlord have sufficient grounds to serve a Notice to End Tenancy for Cause and should the Notice be upheld or cancelled?
2. Is it necessary to issue Orders to the landlord to comply with the Act, regulations or tenancy agreement?
3. Is it necessary to issue Orders to the landlord to provide services or facilities required by law and for compliance?
4. Have the tenants established an entitlement to reduced rent for repairs, services or facilities agreed upon but not provided?
5. Have the tenants established an entitlement to monetary compensation for damage or loss under the Act, regulations or tenancy agreement?

6. Award of the filing fee.

Background and Evidence

The volume of evidence presented in this case was significant. I have reviewed all of the evidence in making my decision; however, brevity is essential in rending this decision in a timely manner and reference to evidence and background information has been limited to the information I consider necessary to convey my findings.

Based on undisputed testimony and undisputed documentary evidence, I make the following findings. The tenancy commenced in August 2004. The tenants are currently renting on a month-to-month basis and are required to pay rent of $1,078.50 on the 1st day of every month. The rental unit is located in a house with a ground floor unit and an upper unit. The tenants and their two children occupy the ground floor unit and have access to common areas including a shared laundry room. The upper unit has been occupied by the present tenants and their two children since 2005 (herein referred to as the upper tenants).

From August 2008 through October 31, 2009 the residential property was managed by a property management company (herein referred to as KM). After receiving notification on October 14, 2009 that KM was going to resign as property manager, the owner started becoming involved in the management of the residential property. In making this application on October 26, 2009, the tenants have identified the landlords as KM, the corporate owner of the property and the director of the corporation (herein referred to collectively as “the landlord”) as respondents.

Notice to End Tenancy

On November 23, 2009 the landlord issued a *1 Month Notice to End Tenancy for Cause* (the Notice) and served it upon the tenants by posting it on the tenants’ door on

November 24, 2009. The Notice has an effective date of December 31, 2009 and indicates the reasons for ending the tenancy are that the tenants have:

- Significantly interfered with or unreasonably disturbed another occupant or the landlord;
- Seriously jeopardized the health or safety or lawful right of another occupant or the landlord; and,
- Put the landlord's property at significant risk.

Upon enquiry, the landlord's representative confirmed the tenants' had not put the landlord's property at risk. The landlord was asked to verbally provide the reasons for issuing the Notice to the tenants. The landlord submitted that the tenants had exhibited disturbing behaviour in leaving 19 telephone messages on the upper tenants' voice mail between the dates of November 14 and 19, 2009, including two looped messages that were five minutes in duration each and a message that was comprised mainly of banging noises in the telephone. The landlord's representative described that the upper tenants expressed feeling uncomfortable and unsafe in their rental unit and were being harassed by the tenants. The upper tenants had provided the landlord with recordings of the telephone messages and copies of the numerous emails and letters left for upper tenants by the tenants. As evidence to support issuing the Notice, the landlord provided copies of the audio recordings left on the upper tenants' voice mail by the tenants, copies of the recorded messages left by the upper tenant for the landlord in making a making a claim of harassment by the tenants, copies of correspondence received from the upper tenants and tenants, copies of correspondence between the upper tenants and the tenants.

The landlord's representative also submitted that the tenant had sought out the landlord's personal residential address and phone number and was contacting the landlord at home rather than the business address and telephone number provided to the tenants after KM resigned. The landlord's representative also questioned the

appropriateness of the tenants providing a copy of a Divorce Order related to the former tenant of the upper unit.

The tenants were of the position that the Notice was issued in retaliation of the tenants' application for monetary compensation against the landlord. The tenant also submitted that they were the subjects of a "smear campaign" by the upper tenants and the landlord. The male tenant acknowledged leaving the voice mail messages for the upper tenants including the looped messages. Upon enquiry, the male tenant explained that he left the messages because he felt at the "end of his rope" and frustrated. The tenant also testified that he had been physically threatened by the upper tenant.

The tenant explained that he searched public records to determine the residential information of the landlord's director in order to communicate with the director. The tenant testified that he attempted to communicate with the director at her residential address as he felt this was the proper course of action for serving documents and because he felt the messages left on the landlord's business voicemail were not being sufficiently responded to.

Request for services or facilities and compliance

The tenants requested that the water heater temperature be set to 60 degrees or less and that a lock box be installed over the temperature controller. The tenants submitted that 60 degrees is the maximum temperature allowable under the building code. The tenants provided readings from their own thermometer taken between the dates of October 16 and 23, 2009. The readings vary between 62 and 67 degrees. On this schedule the tenants also provide the ambient house temp as between 21 and 24 on these dates.

The tenants have requested that a second thermostat be installed so that they can control the amount of heat provided by the furnace that supplies heat to both the upper and lower units. The tenants submitted that they had enquired with a heating technician

who advised them that it is possible to have two thermostats for a single furnace and that this would cost approximately $600.0 to $700.00 to install.

The landlord was of the position that the tenants had been setting the water heater setting to a temperature too low and that it was vital for the upper tenants to be provided sufficiently hot water for cleaning purposes because of the upper tenants' son having significant medical conditions that makes him susceptible to infections. The upper tenant had provided evidence to the landlord that the water temperature reaching the furthest faucet was much less than the readings provided by the tenants. The tenants responded by stating that the upper tenants' thermometer is not accurate.

The landlords responded to the tenants' request for a second thermostat by stating that the furnace works adequately and that the temperature in the house was 19.5 degrees on the day the landlord attended the property in October 2009. The landlord also pointed out that the temperature in the house had not been an issue until recently and that in the previous winters the tenants were using a portable heater provided to them by the upper tenants.

Upon enquiry, the tenants expressed a reluctance to use portable heaters but that if they were to use portable heaters they would need three heaters to provide sufficient heat. In response to the landlord's submission, the tenants stated that the temperature of 19.5 degrees noted by the landlord was observed in the upper unit, not the ground floor unit and that the upper tenants' use of portable heaters inhibits the furnace from coming on.

The landlord testified that the upper tenants use one portable heater in the sun room and that the furnace thermostat is in the dining room.

Request for monetary compensation

In total the tenants are seeking compensation of $6,271.46. This amount includes the filing fee paid for this application, photocopying, mailing costs, title searches, transportation costs, hydro costs related to excessive hot water temperature, psychologist fees, lock rekeying costs, emotional pain related to anxiety, frustration, abusive and threatening behaviour from the upper tenants; physical pain related to cold temperatures in the rental unit and excessively hot water in the hot water tank.

The tenants submitted that they changed the locks after observing the female upper tenant enter their rental unit without consent to reset a circuit breaker in the electrical panel located in the ground floor unit. Upon enquiry, the tenants explained that they discussed changing the locks with each other but did not request the landlord's permission to change the locks. The tenants submitted that they have provided the landlord with a new key to their unit.

The tenants testified that the tenants sent KM two letters in October 2008 to request a three way conversation between the tenants, the upper tenants and the property manager but that KM did not respond to these requests. Upon enquiry, the tenant acknowledged that the tenant did not pursue these requests further as the male tenant was working on this education. The tenants did not make written communication with KM again until October 2009 by way of two more letters.

The tenants also wrote the landlord on October 26, 2009 – the day their application for dispute resolution was made, which refers to four letters written to KM in the past. The tenants describe their living situations as unmanageable for two reasons: one being the upper tenants' refusal to communicate with the tenants in any way; and, secondly that the upper tenants interact with the tenants in a blatant, physically intimidating manner.

In the tenants' evidence, the tenants included a copy of a letter from the tenants to KM dated October 9, 2008. In this letter, the tenants refer to a meeting that took place with

KM August 29, 2008; the tenants advise KM that they have changed the locks and provided a copy of the key. The tenants also explained that “matters” were deteriorating at the property and they wish to meet with KM, and if matters continue to worsen to include the upper tenants in discussions.

In the tenants’ evidence, is a copy of a letter dated October 28, 2008 to KM in which the tenants request a meeting be set up with them, KM and the upper tenants and hostility is affecting their quality of life. The tenants requested KM respond to them in writing. No response was received in writing.

During the hearing, KM testified that he had verbally spoke with the tenant in 2008 on a number of occasions and had communications with the upper tenants. KM testified that he had determined that this was a case of a soured relationship between the tenants and upper tenants and that it was not necessary to take action as the landlord or landlord’s agent. The evidence provided by the landlord includes a letter from the upper tenants to KM advising KM that they do not wish to speak with the tenants as the conversations are not productive and the tenants just like to argue.

The evidence provided to me by the landlord shows that both the tenants and upper tenants were complaining about the other to KM again in October 2009. On October 13, 2009 KM had requested the upper tenants respond to accusations being made by the tenants which the upper tenants did on October 15, 2009.

The landlord attempted to set up an appointment to see both the tenants and the upper tenants for October 28, 2009; however, on October 28, 2009 the tenants informed the landlord that they were unavailable. The landlord still attended the property on October 28, 2009 and met with the upper tenants. During this visit the landlord noted the temperature in the upper unit as 19.5 degrees. In subsequent correspondence from the tenants, the tenants explain that they had advised KM that October 28, 2009 would not work for their schedule.

The tenants provided considerable quantity of documentation in support of their claim including correspondence to and from the landlord and the upper tenants. By far the majority of the documentary evidence was communication with the upper tenants. The tenants also provided pictures of readings of the hot water temperature and of audio recordings of noises heard coming from the upper unit.

Analysis

Notice to End Tenancy

Section 47 of the Act provides that a landlord may end a tenancy for cause by serving the tenant with a *1 Month Notice to End Tenancy for Cause*. It is before me to consider whether the landlord had sufficient grounds to issue such a Notice to the tenants. In the case at hand, the landlord had indicated three reasons for ending the tenancy on the Notice. Upon review of the evidence before me, I have determined that there is insufficient evidence to find that the tenants had seriously jeopardized the health or safety of other occupants or the landlord; or put the landlord's property at significant risk and I have not considered those reasons further. Therefore, I have only further considered whether the landlord has established that the tenants have significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property.

Under the Act, tenants of a residential property have the right to freedom from unreasonable disturbance and use of common areas free from significant interference. This entitlement is also known the covenant of quiet enjoyment. Since tenants are entitled to quiet enjoyment, where another tenant breaches the tenant's right to quiet enjoyment, the landlord may end the tenancy for the tenant who has caused the disturbance or interference. A landlord is obligated to protect a tenant's right to quiet enjoyment and must not sit idly by while others disturb and interfere with that tenant's entitlement to quiet enjoyment.

Residential Tenancy Policy Guideline 6 provides for guidance with respect to finding breaches of quiet enjoyment. Harassment may constitute a breach of the covenant of quiet enjoyment and is defined as “engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.”

The evidence provided by the landlord includes a recorded message from the female upper tenant to the landlord on November 17, 2009 who states she is being harassed by the tenants by repeated phone calls and messages from the tenants. In correspondence dated November 18, 2009 the upper tenants provided the landlord with copies of the letters left for the upper tenants by the tenants and made additional complaints about excessive noise levels coming from the lower unit. On November 19, 2009 the upper tenants followed up their complaint of harassment by way of a written letter to the landlord. The landlord issued a letter to the tenants on November 19, 2009 advising the tenants that the upper tenants had made a complaint of harassment against the tenants. On November 24, 2009 the Notice to End Tenancy was posted on the tenant’s door.

I have listened to the 17 messages left by the male tenant on the upper tenants’ voice mail between the dates of November 14, 2009 and November 19, 2009. I have reviewed the numerous emails and letters sent and received by the tenants and upper tenants. I find that the male tenant’s repeated phone calls, looped messages and banging noises in the telephone to be very unusual behaviour and it is disturbing. From the evidence, I find it clear that the upper tenants ceased all communications with the tenants and that communication from the tenants was unwelcome to them. The tenant was aware of the upper tenants desire not to communicate as the tenant complains of this to KM in the letters written to KM. I further find the male tenant’s numerous letters and emails to the upper tenants to be a thinly disguised attempt to antagonize the upper tenants to illicit a response from them and to engage them in discussions. The evidence indicates that the tenants, especially the male tenant, likely have become fixated with the activities of the upper tenants and having the upper tenants

communicate with him even though the upper tenants had been avoiding and not responding to the tenants.

I have also considered the submissions of the upper tenants and the tenants with respect to an incident in the common laundry room between the male tenant and the male upper tenant on the Thanksgiving weekend in 2009. Although it was the tenant who made a police report, I find that the tenant instigated the incident. The tenant deliberately and willingly went into the laundry room knowing the upper tenant was in the room and essentially blocked the upper tenant from leaving the laundry room by standing in the only passageway that would permit the upper tenant to exit. The upper tenant described how the tenant had questioned whether the upper tenants were going to respond to the tenant's letters. The actions of the tenant are consistent with my finding that the tenant had developed a fixation with trying to make the upper tenants communicate with him and had taken it to a new level of personal confrontation. While I have no doubt the upper tenant responded with profane comments towards the tenant and waived his arms, I believe the reaction was due to feeling trapped in the laundry room by the tenant.

While the tenant portrays himself as the victim I find his actions are more consistent with that of the aggressor. The tenant had stated he felt physically threatened by the upper tenant yet the tenant made repeated phone calls and written communications to the upper tenants after the incident in the laundry room. I find it highly unusual behaviour for a purported victim of physical violence to engage in such behaviour.

The upper tenants submitted to the landlord that they avoid the tenants in the common areas and rarely use some of the common areas anymore to avoid the tenants. Based on the evidence before me I find the tenants have acted in such a way as to unreasonably disturb the upper tenants in their own unit and significantly interfered with the upper tenants' enjoyment of the common areas as evidenced by laundry room incident and the unrelenting phone calls, letters and emails. I am satisfied that the upper tenants have avoided interacting with the tenants and the ongoing and frequent

attempts to contact the upper tenants are of a vexatious nature and definitely unwelcome. Therefore, I find sufficient grounds to find the tenants are harassing the upper tenants and the landlord was justified in issuing the Notice to End Tenancy to the tenants.

I further find that an Order for the tenants to cease contact with the upper tenants will likely be ineffective as the tenant has not refrained from contacting the upper tenants in the past despite their clear indication that they did want any interactions with the tenants.

In light of the above findings, I reject the tenants' assertions that the landlord issued the Notice in retaliation to the tenants' application for compensation against the landlord as I have found the Notice issued to the tenants was in response to the tenants' behaviour towards the upper tenants. In listening to the audio recordings provided by the tenant, I strained to hear the sound of faint footsteps coming from a running child and I cannot accept that those sounds would cause a reasonable person to take the action that the male tenant chose to take. I also reject the tenants' position that the tenants are the victims of a smear campaign as the audio recordings made by the tenant and letters written by the tenant clearly speaks for themselves and I am satisfied that the tenant's harassing behaviour towards the upper tenants is sufficient reason to end this tenancy.

As I have found the Notice to be valid and the landlord has satisfied me that the tenants have significantly interfered with and unreasonably disturbed the upper tenants, I uphold the Notice. Although this decision has been made after the effective date of the Notice, since the landlord expressed a willingness to permit the tenants to occupy the rental unit in January 2010, I provide the landlord with an Order of Possession effective January 31, 2010. The Order of Possession must be served upon the tenants and may be filed in The Supreme Court of British Columbia to be enforced as an Order of that court.

Orders for compliance and services or facilities

Since the tenancy has ended and the tenants will be in occupation of the rental unit for a short period of time, I make no findings or Orders for compliance by the landlord. Nor do I Order the landlord to provide services or facilities to the tenants in addition to the services and facilities currently provided.

Request for Monetary Compensation

Where a party seeks monetary compensation from another party, the party making the claim has the burden of proof. The burden of proof is based on the balance of probabilities. Where one party provides a version of events in one way and the other party provides a version of events in an equally probably way, without further evidence to support the claim, the party with the onus has not met their burden of proof and the claim fails. The sections of the Act that provide for monetary compensation are provided in sections 7 and 67. In accordance with these sections, I find that in order for a party to succeed in establishing a right to monetary compensation, they must satisfy the following criteria:

1. The other party violated the Act, regulations or tenancy agreement;
2. The violations caused the applicant to suffer damages or loss;
3. The quantum of the damage or loss:
4. The applicant did whatever was reasonable to minimize their loss.

The tenants requested compensation for changing the locks. As the tenants were informed at the hearing, the Act prohibits a tenant from changing locks without the landlord's consent. Since the tenants did not request the landlord change the locks or request consent to change the locks, I find the tenants not entitled to recover the cost of changing the locks.

With respect to heating in the rental unit, the Act requires the landlord provide services or facilities necessary to use the rental unit as living accommodation. Clearly, heat is an essential service and I am satisfied that heat was provided to the tenants. It is not a violation of the Act that only one thermostat is in the residential property and I do not award compensation for the tenants' purported frustration of having to deal with the upper tenants about heat. However, I have considered whether the tenants satisfied me that the temperature was too low. In support of their claim, the tenants described being too cold. However, their evidence indicates they recorded ambient temperatures of between 21 and 22 degrees in October 2009. As stated to the tenants during the hearing, it was curious as to why the tenants would not provide a photograph of their thermometer in light of all the other evidence provided by the tenants for this hearing. While I agree with the statement made by the female tenant that the temperature felt in the upper unit and the lower unit may be quite different, I find I do not have sufficient evidence to find the temperature in the lower unit was less than an acceptable level and I do not award the tenants compensation with respect to heat.

With respect to temperature of the hot water, the tenants request compensation for anxiety for nine months starting in September 2008 due to two burns to their children and dealing with the upper tenants about this issue. In addition, the tenants seek compensation for the estimated costs of over-heating the hot water for nine months. I have reviewed the letters written to KM by the tenant in October 2008 and I do not find any reference to the temperature of the hot water or burns to the tenants' children. While I do not question that the children may have scalded by hot water as alleged by the tenants, since the tenants are seeking compensation for such anxiety and overheating costs starting September 2008 I find it reasonable to expect that events the tenants consider significant enough to entitle them to compensation would have been significant enough for the tenants to specifically mention in the correspondence with KM. Therefore, I do not find the tenants took reasonable action to minimize their anxiety and possible over-heating costs and I do not award compensation to the tenants for these items.

With respect to the tenants' request for compensation for excessive noise, as mentioned previously in this decision, I had to strain to hear the faint sound of a child's footsteps in the audio recording provided by the tenant. As with all tenants that live in multi-family properties, there will be noises heard from time to time that are normal and part of living in close proximity to others. These noises may include footsteps, closing doors, flushing toilets and the like. This is consistent with the inclusion of the words "unreasonable" and "significant" in the provision of the Act that describes the tenant's right to quiet enjoyment. In order to find a breach of quiet enjoyment and in order to award compensation to the tenants, I would have to be satisfied that the noise experienced by the tenants was beyond that of normal living noises and to be quite exceptional so as to be considered unreasonable and significant to the average person. Where a person is exceptionally sensitive, the person is not entitled to compensation because of their exceptional sensitivity. Upon review of the evidence before me, I do not find the evidence satisfies me that the noise experienced by the tenants meets the criteria of being unreasonably disturbing or significantly interfering to a reasonable person.

I dismiss the tenants' request for compensation for being "bullied" into paying shared bills early as I was not satisfied the tenants were bullied and I did not find sufficient evidence the tenants paid early or raised the issue with the landlord. Even if I had found the tenants paid bills a few days early, I did not find the evidence showed this caused damage or loss to the tenants.

The tenants are seeking compensation for the upper tenant entering the rental unit to turn an electrical breaker back on in September 2008. I saw evidence that up until the point the relationship with the upper tenants soured, the upper tenants used keys to feed the tenants' pets and the tenants were quite aware the upper tenants had keys to their unit. Clearly, the upper tenants should not have used the keys to access the rental unit where not asked to; however, I fail to find this a violation on part of the landlord as I did not find evidence that the tenants requested the landlord to obtain their spare key or have the locks changed.

With respect to the tenants' request for compensation for allegations of abusive language, slurs and bullying by the upper tenants, I find it necessary to restate that the tenants' application is against the landlord and not the upper tenants. Accordingly, in order to find the tenants entitled to monetary compensation from the landlord, I would have to find the landlord violated the tenants' right to quiet enjoyment. Since the allegations of abusive language and bullying were made against the upper tenants, I would have to find the landlords knew or ought to have known this behaviour was taking place and sat idly by as it occurred. The tenants allege the offensive behaviour took place in August and September 2008 and September 2009. I was provided evidence that the landlord received correspondence from both the tenants and upper tenants in September 2008, each with their different perspectives of what transpired. Even if I found evidence the upper tenants acted offensively towards the tenants, I am not satisfied that the landlord knew offensive behaviour was going to occur in August 2008 and in light of conflicting stories, I am not satisfied the landlord knew or ought to have known that the upper tenants were likely to act offensively to the tenants in later months., if in fact they did.

With respect to the tenants' claims for compensation for the threatening behaviour on the Thanksgiving weekend of 2009, as I have previously found, the tenant initiated a confrontation. Although his intentions may appear innocent enough, the tenant blocked a person in a room that clearly did not want any contact with the tenant, thus soliciting a reaction from the upper tenant. I award no compensation to the tenant for this incident as I found it completely unnecessary for the tenant to approach the upper tenant in this manner.

I fail to find a connection to the counselling costs paid for by the tenants for themselves or their children in April 2009, September 2009 and October 2009 to a violation of the Act, regulations or tenancy agreement by the landlord and I dismiss this portion of the tenants' claims.

With respect to costs associated to making this application, the Act provides for recovery of the filing fee but not time or costs associated to preparing for dispute resolution and serving the other party with evidence. I also found it unnecessary for the tenant to seek out a title search as the landlord had provided the tenant with a service address for the landlord. Therefore, I have only considered awarding the filing fee. Since the tenants were unsuccessful in this application, I do not award the filing fee to the tenants.

Conclusion

The tenants' request to cancel the Notice to End Tenancy has been dismissed as I have found the landlord justified in issuing the Notice for unreasonable disturbance and significant interference of another occupant. As the Notice was found to be valid and there are insufficient grounds to set it aside, I find the tenancy ended on December 31, 2009. As this decision is prepared after the effective date and because the landlord indicated a willingness to permit the tenants to occupy the rental unit in January 2010, I have provided the landlord with an Order of Possession effective January 31, 2010. The landlord must serve the Order upon the tenants and may file it in The Supreme Court of British Columbia to enforce as an Order of that court.

As the tenancy has ended I made no findings or Orders with respect to compliance on part of the landlord or for provision of services or facilities.

The tenants did not establish that the landlords breached their quiet enjoyment of the rental unit. Nor did the tenants satisfy me that they did whatever was reasonable to minimize any damages or losses they may have incurred. Therefore, the tenants' claims for monetary compensation from the landlord were dismissed without leave to reapply.

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: January 7, 2010.

Dispute Resolution Officer