Dispute Resolution Services

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes LAT, MNDC, RR, FF, O

Introduction

This matter dealt with an application by the Tenant for an Order permitting him to change the locks in rental unit, for a rent reduction for services or facilities agreed to but not provided, for compensation for damage or loss under the Act or tenancy agreement and to recover the filing fee for this proceeding.

Issue(s) to be Decided

1. Is the Tenant entitled to change the locks in the rental unit?
2. Is the Tenant entitled to a rent reduction?
3. Is the Tenant entitled to compensation and if so, how much?

Background and Evidence

On April 25, 2010, the Parties entered into a Residential Tenancy Agreement and a Commercial Tenancy Agreement for different areas in the same rental property (located in Big White ski resort) for a 2 year fixed term commencing August 1, 2010. The Tenant later advised the Landlords that he would not take possession of the commercial space however he still sought possession of the residential space. The Landlords would not give the Tenant possession of the rental unit on August 1, 2010 as they believed the two agreements were "a package deal." In a hearing held on September 30, 2010, the Dispute Resolution Officer found that there was jurisdiction to deal with the Parties' dispute with respect to the residential tenancy agreement only.

Under the terms of the residential tenancy agreement, rent is $700.00 per month payable in advance on the 1st day of each month plus utilities. The Parties also entered into a handwritten agreement dated October 22, 2010 whereby the Landlords agreed that "all contents should stay in the furnished unit" except those specifically excluded and also agreed that the Tenant would be responsible for ½ of the utilities (electricity, water, sewer and cable) for the rental property for the period, October to April each year.

Compensation for Bailiff Fees and Court Expenses:

The Tenant applied for and on October 4, 2010 was granted an Order of Possession of the residential rental unit. The Tenant then received a Writ of Possession from the Supreme Court of British Columbia on October 13, 2010. The Tenant's witness gave evidence that he served a copy of the Writ of Possession and a cheque on one of the Landlords (M.K.C.) in person at her place of business on October 13, 2010. The Tenant also said he followed up with an e-mail to the Landlord the same day to inquire when he could have the keys now that she had been served with the Writ of Possession and cheque for the first month's rent. This Landlord claimed that only a cheque was served on her on October 13, 2010. The Landlords also claim that they only became aware of the Writ of Possession when they were contacted by a Bailiff on October 21, 2010 seeking to enforce it. On that day (or the following day), the Bailiff attended the rental unit, permitted the Landlords to remove some of their personal belongings and changed the locks. The Landlords also claim that they were not "properly" served by the Tenant with the Order of Possession and did not receive a copy of the Decision dated October 4, 2010 until after the Bailiff executed the Writ.

On October 25, 2010 the Landlords' counsel applied for a stay of the Writ of Possession pending the outcome of the Landlords' Review application which they also filed on October 25, 2010. The Landlords' Review application was dismissed on October 28, 2010. The Tenant said the Landlords changed the locks installed by the Bailiff during this period and it wasn't until November 9, 2010 that the Landlords gave him the new keys to the rental unit. Consequently, the Tenant seeks to recover bailiff expenses of $853.10 and court fees of $120.00 that he incurred to obtain and execute a Writ of Possession on the Landlords in order to enforce the residential tenancy agreement and get possession of the rental unit. The Landlords dispute this claim, however as they argue that the Tenant improperly obtained the Writ of Possession and never served them with a copy of it.

Order to Change the Locks:

The Tenant argued that under the terms of the residential tenancy agreement he is entitled to the *exclusive* use of laundry facilities in the rental property however, he said the Landlords have also granted the commercial tenants the use of the laundry facilities. The laundry facilities are located in a mechanical room on the bottom floor of the rental property which lies in between the commercial space and the rental unit space. There is a keyed lock on the commercial tenants' side of the laundry room door which only they can lock or unlock. The Tenant said there is currently no lock on another door of the laundry room that leads to the rental unit however he is not seeking an order to put a lock on this door.

The Tenant said he placed a dead bold on the other side of the door that already has a keyed lock to prevent the commercial tenants from gaining access to the mechanical room. It is this door that the Tenant is seeking permission to lock as it is his position that he is entitled to the exclusive use of this room which he said he also uses for

storage. In support of his position, the Tenant said the mechanical room is not part of the commercial area and the Landlords agreed in his commercial tenancy agreement that they would plumb the commercial area for laundry facilities. The Tenant also provided a written statement from the tenants of the commercial area who said they believed they were supposed to have their own laundry facilities but they were not certain of that.

The Tenant also claimed that he wants the locks changed because he has concerns that the Landlords may enter the rental unit while he is out of town. The Tenant said he has this concern because the Landlords asked for permission to enter on one occasion but could not provide him with a "reasonable reason' for the entry and therefore he denied them access.

The Landlords claim the mechanical room is a common area. The Landlords argued that while laundry facilities were included in the Tenant's rent under the residential tenancy agreement, he was never given exclusive use of them or the mechanical room where they are located. The Landlords said that during the time they resided in the rental unit, they always shared the laundry facilities with their commercial tenants. The Landlords also argued that it would unreasonable to give the Tenant the exclusive use of this room because it would then make it difficult for the Landlords to gain access to the boiler, electrical panel, hot water tank, vacuum and equipment stored there which are needed to maintain and repair the rental property. The Landlords said there is a 3rd door to the mechanical room which leads to the outside of the building and which functions as an emergency escape for one of the Tenant's bedrooms on the lower floor. The Tenant argued that this was not required to be a fire exit.

The addendum to the commercial tenancy agreement states that if a zoning amendment was approved, the Landlords would "rough in a kitchen and install toilets" and if a zoning amendment was denied, "a full bathroom would be installed."

Order for a Rent Reduction:

The Tenant sought a rent reduction in part because of the loss of the exclusive use of the laundry facilities. The Tenant also claimed that he has lost the use of storage space. In particular, the Tenant claimed that the Landlords have personal belongings stored in the attic of the rental property as well as the mechanical room all of which he argued were part of the rental unit. The Tenant said that pursuant to the terms of the written addendum to the tenancy agreement, the Landlords were supposed to build a storage cupboard in the laundry room for him which they failed to do. The Tenant also said that the Landlords are storing an antique organ and a television without a remote (rendering it inoperable) in the rental unit.

The Tenant also claimed that under the terms of the tenancy agreement, he was supposed to have the use of 5 parking stalls however once the commercial tenants moved in the Landlords included parking in their rental agreement leaving him with the

use of only one stall. The Tenant admitted that he does not currently need or use 5 parking stalls but argued that he may need these spaces if he operates a bed and breakfast from the rental unit (which the addendum to the tenancy agreement permits him to do). The Tenant also relied on the written statement of the commercial tenants who claimed that at the beginning of their tenancy there were a total of 5 parking spaces; 3 at the side of the property and 2 at the front. These tenants also claimed that the 3 spaces on the side of the property encroached on the neighbours' property so they asked the Landlords to put additional parking at the front of the property and one further space was created.

The Tenant claimed that the Landlords removed other furnishings and items from the rental unit that he was supposed to have the use of. In particular, the Tenant claimed that the Landlords removed a microwave oven, throw cushions from a sofa bed, drinking glasses and other miscellaneous items. The Tenant argued that these items were supposed to remain in the renal unit pursuant to the Parties' written agreement dated October 22, 2010.

The Tenant argued that although he pays only $700.00 per month for the rental unit, he is responsible for the rent for 12 months of the year even if he is not residing there. The Tenant said his usual practice is only to rent resort properties for 6 months of the year (or the winter season) at market rates. Consequently, the Tenant argued, over the space of a year, he is paying the same total amount of rent that he is accustomed to and therefore, the amount he is paying is the market rent for this property. The Landlords argued that the Tenant should not be entitled to a rent reduction for any reason because his rent is already substantially below market rents for a furnished property of its size (1,700 – 1,800 square feet) in this resort area.

The Landlords said storage was not included in the Tenant's rent under the tenancy agreement. The Landlords also said that the handwritten addendum to the tenancy agreement states that the Landlords would build a cabinet to store *their* belongings and not those of the Tenant's. The Landlords argued that they never discussed providing the Tenant with storage because the rental unit was so large compared to the Tenant's family's needs that the Tenant has other areas that he can use for storage such as a spare bedroom and in the mechanical room. The Landlords also said they had to leave an antique organ in the rental unit because they could not move it without damaging it.

The Landlords said the Tenant has only one vehicle and therefore does not need 5 parking spaces. The Landlords argued that the Tenant was only given permission to operate a bed and breakfast from the rental unit as a means to supplement his income until his business got off the ground. Consequently, the Landlords argued that the Tenant is taking unfair advantage of them by relying on a provision in the tenancy agreement that was only supposed to receive if he also rented the commercial space. In any event, the Landlords also argued that they expanded the parking areas on the rental property so that 4 – 6 vehicles could be parked on the side and 4 vehicles on the front *provided that the Tenant removed the snow from that area*. However, the

Landlords argued that they should not be responsible for the cost of removing snow from that area.

The Landlords admitted that the initial residential tenancy agreement stated that furnishings were included however they argued that there was no agreement as to what furnishings were to be included. The Landlord (G.C.) admitted that he signed a further, handwritten agreement dated October 22, 2010 that stated "all contents should stay in the furnished unit except [the] following Landlord personal belongings." The Landlord, G.C., claimed the Tenant presented him with this document at the same time as he was informed by the Bailiff that he was executing a Writ of Possession and had to remove his belongings from the residence. Consequently, the Landlord said he signed the document because he was upset and rattled by these events and argued that he did not know what he was signing because he did not have his reading glasses with him.

In any event, the Landlords admitted that their daughter removed some sofa cushions but argued that the missing throw cushions did not render the sofa bed unusable and they claimed there were other sofas in the rental unit that the Tenant could use. The Landlords also denied removing a television remote and claimed that there were 2 operating televisions in the rental unit so that if the one upstairs did not work, the Tenant could replace it with the other in the lower bedroom. The Landlords also admitted that they removed some antiques from the rental unit but argued that they were personal items and heirlooms and not necessary for the normal use of the rental unit.

Aggravated Damages:

The Tenant claimed that because the Landlords refused to give him possession of the rental unit on August 1, 2010, he had to reside with his spouse and 2 young children in an RV until October 15, 2010. The Tenant said even after he served the Landlords with the Writ of Possession on October 13, 2010 they still refused to give him possession of the rental unit and changed the locks that had been installed by the Bailiff on October 21 or 22, 2010. Consequently, the Tenant said he had to move into a chalet next door to the rental unit at a higher rate of rent until the Landlords' counsel gave him the keys to the rental unit on November 9, 2010.

The Tenant said the Landlords then removed some items from the rental unit that were supposed to stay and failed to remove others that were supposed to be removed. The Tenant said the Landlords also removed handles from the boiler's heat valves which initially made it difficult to adjust the heat in the rental property. The Tenant also said the Landlords gave the commercial tenant the use of laundry facilities and parking spaces even though they knew (or should have known) the Tenant was solely entitled to them. The Tenant further claimed that the Landlords harassed him by sending him e-mails threatening to evict him if he did not pay a portion of the snow removal expenses for the rental property or pay the utilities within 5 business days.

The Tenant said it has been an "emotional burden" for him dealing with the Landlords in this matter. The Landlords argued however, that the Tenant has been the one who has caused all of the problems in this matter. In particular, the Landlords claim that the Tenant took advantage of them by enforcing a residential tenancy agreement that was part of a package deal which included the commercial space in the rental property. The Landlords claimed that the Tenant did not "properly serve" them with the Order of Possession and never served them with the Writ of Possession. The Landlords said they were unexpectedly forced out of their home (which is not their primary residence) on October 22, 2010 by the Bailiff. The Landlords said once they were able to sort out the mess with the assistance of their counsel, they delivered possession of the rental unit to the Tenant. The Landlords said they are trying to make the best of a "bad deal" but claimed that the Tenant is being unreasonable by demanding, for example, a further rent reduction from the already low rent he pays for the rental unit.

The Landlords denied that they have harassed the Tenant. The Landlords said the Tenant agreed with their counsel to pay utilities within 5 business days of receiving a written demand for payment, however he has been uncooperative in that regard. In particular, the Landlords claim in January 2010, the Tenant made utility payments to 2 separate bank accounts but refused to respond to messages from their accountant as to the particulars of his payments which put her to additional time and put them to additional expense for her to sort that matter out.

Analysis

Bailiff Fees and Court Expenses:

Section 7(1) of the Act says that if a Landlord or Tenant does not comply with the Act, the Regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for the damage or loss that results." The Tenant argued that the Landlords failed to comply with the Order of Possession dated October 4, 2010 and therefore he incurred expenses to obtain and enforce a Writ of Possession. The Landlords argued that the Tenant did not serve them "properly" (or at the correct address) with the Order of Possession and did not serve them at all with the Writ of Possession and therefore they should not be responsible for compensating the Tenant for expenses that were unnecessarily incurred.

I find on a balance of probabilities that the Landlords were properly served with a copy of the Decision dated October 4, 2010 as well as the Order of Possession which appear to have been delivered to the address for service for the Landlords which they wrote on the residential tenancy agreement. Section 90(a) of the Act states that a document delivered by mail is deemed to be received by the recipient 5 days later. I also find on a balance of probabilities that the Landlord, M.K.C. was served in person with a copy of the Writ of Possession on October 13, 2010 at approximately 1:00 p.m. as stated by the Tenant. The Tenant's witness gave evidence that he personally viewed the document

and had to leave it on the Landlord's desk at her place of business because she would not take it. The Tenant's witness also claimed that the Landlord told him that she didn't care about the court order, claimed that her husband would never let the Tenant into the rental unit, ripped up the cheque and demanded that he leave.

The Tenant also claimed that he sent the Landlord an e-mail on October 13, 2010 confirming that she had been served with the "Decision of Possession" and cheque for the first month's rent and security deposit as ordered by the Court and asked them when he could have possession of the rental unit. Although the Landlords denied that they received this e-mail, I also find this unlikely given that there is a tremendous amount of e-mail correspondence between the Parties using the same business e-mail address for the Landlords. Consequently, I find that the Tenant did follow the proper enforcement procedures and that his expenses for obtaining and enforcing a Writ of Possession were reasonably incurred. As a result, I find that the Tenant is entitled to recover **$973.10**.

Order to Change the Locks:

The Tenant initially sought permission to lock the doors to the mechanical room of the rental property which he claimed was part of the rental unit. During the second day of hearing the Tenant said he was also seeking an order permitting him to change the locks to the rest of the rental unit. Section 70(2) of the Act says "if satisfied that a landlord is likely to enter a rental unit other than as authorized under s. 29 of the Act, the director may authorize the tenant to change the locks, keys or other means that allow access to the rental unit, and prohibit the Landlord from replacing those locks or obtaining keys or by other means obtaining entry into the rental unit."

The Landlords claim that the mechanical room is a common area for the use of all tenants and for which access by the Landlords is necessary to deal with the heating, plumbing and general maintenance of the rental property. The Landlords also claim that it is more sensible for the Tenant to put a lock on the side of the mechanical room door giving access to the rental unit.

I find that the mechanical room is not part of the rental unit but rather a common area as the Landlords claim. The tenancy agreement does not grant the Tenant the *exclusive* use of the laundry facilities but rather simply the use of laundry facilities. I also find that the Tenant was given the use of this room for ***no*** other purpose. The addendum to the tenancy agreement does not provide that the Landlords will make a storage cabinet for the Tenant as he claimed but rather that the Landlords would make one in which to put *their* belongings. I agree with the Landlords that given that the primary purpose of the room is a mechanical room it is of utmost importance that they have access to it whenever necessary. Consequently, the Tenant's application to put a lock on the interior door which gives access to the commercial area is dismissed and ***I order the Tenant to remove the lock that he has installed immediately.*** The Landlords said

they would be willing to put a lock on the door of the mechanical room that gives access to the rental unit and I find that that is all that is reasonable in the circumstances.

I also find that there are no grounds at this time for granting the Tenant's application to change the locks in the rest of the rental unit. In order to justify such an order, the Tenant needs to show that the Landlords are likely to enter the rental unit without complying with s. 29 of the Act. However, I find that the Tenant has provided no evidence to show that this is likely to occur but rather has speculated that this could be the case given that the Landlords made a verbal request to enter without providing him with a reason. Should the Landlords actually enter the rental unit or threaten to enter without complying with s. 29 of the Act, then the Tenant may reapply for this relief.

Rent Reduction:

Section 27(2) of the Act says that a Landlord may not terminate a service or facility unless the Landlord gives the Tenant 30 day's written notice of the termination or restriction and reduces the rent in an amount that is equivalent to the reduction in the value of the tenancy resulting from the termination or restriction."

The Tenant seeks a rent reduction on the grounds that he was denied the exclusive use of the laundry facilities, storage areas, and 5 parking spaces all of which he argued were included in the rent. The Tenant also argued that the Landlords removed furnishings and other items that were supposed to remain in the rental unit and left others that were supposed to be removed. The Landlords argued that the Tenant's rent is already very low, that 5 parking spaces were only to be provided if he operated a business in the commercial space of the rental property, that he was not given the exclusive use of the laundry facilities, that storage was not included in the rent and that it is not clear under the tenancy agreement what furnishings the Tenant is entitled to.

As indicated above, I find that the Tenant is not entitled to the exclusive use of the laundry facilities. I also find that there is no evidence that storage was included in the Tenant's rent. The original tenancy agreement indicates that storage is not included and the addendum only says that the Landlords would build a cabinet in the mechanical room to store some of their belongings.

The tenancy agreement states that "furnishings" are included in the rent but they are not specified. However, the Parties also signed an agreement dated October 22, 2010 in which the Landlords agreed to remove specific personal items with the balance of the items remaining in the rental unit. The Tenant said the Landlords did not remove an antique organ that was supposed to be removed and removed other items such as a microwave oven, television remote and sofa pillows that were supposed to stay. The Landlords argued that this subsequent agreement should not be enforceable because the Landlord was rushed into signing it and did not realize what he was signing. I do not give much weight to this argument as there was no evidence that the Landlord was under any coercion to sign the agreement nor was there any evidence that the Landlord

was under any mental disability and therefore unable to make a reasoned decision to wait until he could read the agreement before signing it. Consequently, I find that there is insufficient evidence to set this agreement aside for the reasons offered by the Landlords.

I find that the Landlords did remove a microwave oven and sofa cushions from the rental unit contrary to the written agreement dated October 22, 2010. However, I find that the removal of throw cushions from one of the sofas is a minor matter and has little affect on its use. I also find that there is insufficient evidence to conclude that the Landlords removed a television remote. I further find that the Landlords did not remove an antique organ from the rental property. In the circumstances, however I cannot conclude that the removal of a microwave oven and the Landlords' failure to remove an antique organ should entitle the Tenant to compensation. In other words, I find that the Landlords substantially complied with the tenancy agreement and addenda thereto regarding the furnishings and also find that any loss of use of the rental unit by the Tenant as a result is minimal. At the hearing the Tenant threatened to throw these items outside if not removed by the Landlords. ***I hereby order the Tenant not to remove these (or any other of the Landlords') items from the rental unit without the written consent of the Landlords and caution him that if he does so it may constitute grounds to end the tenancy.***

I find that there are currently 6 parking spaces in total on the rental property and that the Tenant currently has the use of only one of those spaces. The residential tenancy agreement states that rent includes parking for 5 vehicles. The Tenant admitted that he only needs one parking space at present however, the Tenant argued that he may require 5 parking spaces if he operates a bed and breakfast business from the rental unit. I find that this term of the tenancy agreement was likely inserted to accommodate the Tenant in the event he operated a bed and breakfast business from the rental unit. I find that the Tenant is not currently operating such a business and currently has no need for 5 parking spaces. Consequently, I find that while there is a technical breach of the tenancy agreement by the Landlords, the Tenant has provided no evidence that he has suffered damage or loss as a result of that breach. Should the Tenant operate a bed and breakfast or otherwise provide evidence that these parking spaces are necessary then he may reapply for this relief.

Based on the foregoing, I find that there is insufficient evidence to support the Tenant's claim for a rent reduction at this time however he is granted leave to reapply for it should the circumstances change or new circumstances arise.

Aggravated Damages:

The Tenant sought compensation for "the emotional burden" he claims he endured as a result of the Landlords' failure to comply with the residential tenancy agreement and alleged harassment after delivering possession of the rental unit to him. The Landlords deny these allegations and claim that the Tenant has unfairly taken advantage of them.

RTB Guideline #16 – Claims in Damages describes aggravated damages (in part) as follows at p. 3:

> "These damages are an award, or an augmentation of an award, of compensatory damages for non-pecuniary losses. (Intangible losses for physical inconvenience and discomfort, pain and suffering, grief, humiliation, loss of amenities, mental distress, etc.) Aggravated damages are designed to compensate the person wronged for aggravation to the injury caused by the wrongdoer's willful or reckless indifferent behavior. They are measured by the wronged person's suffering."

I find that this is an appropriate case to award the Tenant aggravated damages. In particular, I find that the Landlords entered into a residential tenancy agreement with the Tenant and that pursuant to that agreement, the Tenant was entitled to possession of the rental unit on August 1, 2010. I find that the Landlords refused the give the Tenant possession of the rental unit on that day and as a result, the Tenant had to obtain and enforce a Writ of Possession. Although the Landlords argued that the Tenant did not properly serve them or serve them at all with the relevant documents, as discussed above, I find on a balance of probabilities that they were properly served with all of the relevant documents. In particular, I find that the Landlords were served in person with the Writ of Possession on October 13, 2010 but failed or refused to comply with it and did not apply for a stay of the Writ until October 25, 2010 after it had been executed on them by a Bailiff.

The Landlords obtained an Order from the Supreme Court of British Columbia on October 25, 2010 staying the Writ and of Possession which prevented the Tenant from taking possession of the rental unit, however there was no evidence that the Landlords also had authorization to change the locks installed by the Bailiff on October 22, 2010. In other words, the stay did not operate to cancel the Writ. The Landlords argued that they reasonably denied the Tenant possession of the rental unit until things could be sorted out. However, as I understand it, the Writ of Possession was only suspended pending the outcome of the Landlord's application for a Review of the Decision dated October 4, 2010 which they filed on October 25, 2010. That application was dismissed on October 28, 2010 and the Landlords continued to deny the Tenant possession of the rental unit until November 9, 2010. Consequently, I find that due to the wilful and indifferent behaviour of the Landlords, the Tenant not only lost 3 months from the term of his residential tenancy but he and his family were also put to significant inconvenience during that period by having to find alternate accommodations.

However, I find that there is little evidence of the harassment alleged by the Tenant following November 9, 2010 when he took possession of the rental unit. I have already dealt with the Tenant's allegations that the Landlords acted improperly with respect to the laundry facilities, parking, storage, and items removed or not removed from the rental unit granted under the tenancy agreement. I do not find that this conduct falls within the definition of harassment set out at p. 2 of RTB Policy Guideline #6.

The Tenant argued that the Landlords threatened to evict him if he did not pay for snow removal or pay for utilities within 5 business days. RTB Policy Guideline #1 (Responsibility for Residential Premises) states at p. 7 that a Tenant is responsible for snow removal where the Tenant lives in a single-family dwelling or has the exclusive use of the area in question but a Landlord is responsible for clearing snow in common areas of multi-unit residential complexes. Given that the Tenant does not have the exclusive use of the parking area at this time but must share it with the commercial tenants, I find that the Landlords are responsible for paying for snow removal. Furthermore, s. 46(6)(b) of the Act says that a Landlord may not end a tenancy for unpaid utilities unless they are unpaid more than 30 days after a Tenant is given a written demand for payment of them. Although the Landlords argued that the Tenant agreed to pay utilities within 5 business days, s. 5(b) of the Act says that any attempt to contract out of the Act or Regulations is of no force and effect.

Consequently, I find that the Landlords cannot demand that the Tenant pay for snow removal and there is no authority under the Act to end the tenancy for that reason unless he is at least 30 days in arrears of paying utilities. In any event, I find that the Landlords did not make these demands for utility payments in an attempt to harass the Tenant but rather believed they had an agreement with the Tenant to pay them within 5 days and mistakenly believed that they could evict the Tenant if he did not comply with that agreement.

In summary I find that the Landlords refused to give the Tenant possession of the rental unit even in the face of Orders from the Residential Tenancy Branch and the Supreme Court of British Columbia. I find this conduct was deliberate and undertaken with disregard to the physical inconvenience and mental distress caused to the Tenant. Consequently, I find that the Tenant is entitled to compensation of $1,000.00 which represents $300.00 for each month (and portion thereof) that he was wrongfully denied possession of the rental unit. Although the Landlords believe the Tenant took unfair advantage of what was supposed to be a comprehensive business deal, they did not make a Supreme Court application for Judicial Review to cancel the Decision dated October 4, 2010 and until such time, it remains in force and effect.

As the Tenant has made out a claim for only 20% of the total he sought on his application, I find that he is only entitled to recover ½ of the filing fee he paid for this proceeding from the Landlords or $50.00.

Conclusion

A Monetary Order in the amount of **$2,023.10** has been issued to the Tenant and a copy of it must be served on the Landlords. If the amount is not paid by the Landlords, the Order may be filed in the Provincial (Small Claims) Court of British Columbia and enforced as an Order of that Court. This decision is made on authority delegated to me

by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: February 21, 2011.

Residential Tenancy Branch