Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Coast Foundation Society (1974)
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, OLC, RR

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62; and
- an order to allow the tenant to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to cross-examine one another. The landlord' representative at this hearing, the Facilities/Properties Manager (the landlord) confirmed that the landlord's representatives received a copy of the tenant's dispute resolution hearing package sent by the tenant by mail on September 13, 2013. Both parties also exchanged written evidence with one another in advance of this hearing. I am satisfied that the landlord has been served with the tenant's dispute resolution hearing package and the parties have served their evidence to one another in accordance with the *Act*.

At the commencement of the hearing, I advised the tenant that I would only be considering his request for a monetary award of $4,125.00, the specific amount identified in his application for dispute resolution. I informed the tenant that any claim he would like to make for the imposition of administrative penalties against the landlord would need to be sent to the Executive Director of the Residential Tenancy Branch (the RTB).

Issues(s) to be Decided

Does the tenant's application fall within the provisions of the *Act*? If so, is the tenant entitled to a monetary award arising out of this tenancy? Should any other orders be issued with respect to this tenancy?

Background and Evidence

The landlord is a society that promotes the recovery of persons with mental health issues. The tenant commenced living in this facility on or about May 19, 2011. The parties agreed that the tenant pays $375.00 each month, payable in advance on the first of each month for his room.

The landlord maintained that this fixed term tenancy was scheduled to end on February 28, 2012. The landlord explained that this tenancy was part of a pilot project developed with the assistance of BC Housing and the City of Vancouver as a "stepping stone" and hybrid between a single room occupancy and a traditional housing tenancy. This Small Suite Low Barrier Transition Program was initiated at this 96-unit rental facility as of late April 2011.

The landlord described the furnished living units as 220 to 250 square feet and containing a bathroom, a microwave and mini-bar fridge, but with no kitchen. The landlord does not operate all of the units in this building; others are operated by other agencies looking after the needs of young homeless people, and those with diagnosed mental health issues. The landlord said that the residents started their tenancies with 5-month fixed terms. The landlord said that the intention was to provide opportunities for residents to live in these units with more leeway than would be provided in a traditional tenancy covered under the *Act*.

Background and Evidence – December 1, 2011 Decision

In late 2011, the tenant applied for dispute resolution with respect to his tenancy. On November 23, 2011, an Arbitrator of the RTB heard the tenant's application for the following:

- *a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement;*
- *an order that the landlord comply with the Act, regulation or tenancy agreement; and*
- *an order allowing access to or from the unit or site for the tenant or the tenant's guests.*

In her decision of December 1, 2011, the Arbitrator noted that the landlord was represented by GJ, the same agent who represented the landlord at the current hearing. She noted the following in her decision with respect to the landlord's position at that time with respect to whether the *Act* applied to this tenancy:

> ... he landlord's agent gave submissions at the beginning of the hearing which stated that the *Residential Tenancy Act* applies, however, provided submissions at the end of the hearing indicating that this Decision could affect similar complexes of supported housing, and that the agent questions whether or not the *Residential Tenancy Act* applies...

Later in her final and binding decision, the Arbitrator made the following statements with respect to her finding that the tenancy as it then existed came within the jurisdiction of the *Act*:

> *... In the circumstances, I find that the parties entered into a tenancy agreement that is in compliance with the Residential Tenancy Act...*
>
> *I further find that the tenancy agreement entered into by the parties is evidence that the parties entered into an agreement under the Residential Tenancy Act, and therefore the Residential Tenancy Act applies.*

In her decision, the Arbitrator reviewed the provisions of sections 30 and 31 of the *Act*, and how these provisions affected restrictions that the landlord had placed on accessing the tenant's rental unit. In this regard, she accepted "the testimony of the tenant that the parties did not agree to the restrictions about guests as evidenced by the tenancy agreement and the addendum." She further noted that "if the landlord intends to rent units using a tenancy agreement that contradicts the rules and policies of the supported housing program, the rules and policies are not enforceable." She made the following final and binding findings in her decision:

> *Section 30 of the Act also states that a landlord must not unreasonably restrict access to residential property by the tenant or a person permitted on the residential property by that tenant. I further find that the policies and rules imposed by the landlord are unreasonable under the Act. Therefore, I must order the landlord to comply with the Act and allow access to or from the unit or site for the tenant or the tenant's guests.*
>
> *Section 31 of the Act states that a landlord must not change locks or other means that give access to residential property unless the landlord provides each tenant with new keys or other means that give access to the residential property,*

> *and a landlord must not change locks or other means of access to a rental unit unless the tenant agrees to the change and the landlord provides the tenant with new keys or other means of access to the rental unit. I find that changing the key fob to the front door of the building which requires the tenant to be let into the building by another person is contrary to Section 31...*

In her Conclusion, she made the following specific final and binding Orders with respect to this tenancy:

> *...For the reasons set out above, I hereby order the landlord to comply with Section 30 of the Residential Tenancy Act.*
>
> *I further order the landlord to allow access to or from the unit or site for the tenant or the tenant's guests without requiring any notice to the landlord, or require any of the tenant's guests to provide identification, or require that the tenant's guests leave the building by 11:00 p.m.*
>
> *I further order the landlord to comply with Section 31 of the Act, by allowing the tenant access after 11:00 p.m., and that the landlord must not change the locks or other means of access unless the tenant agrees to the change and the landlord provides the tenant with new keys or other means of access to the rental unit, including the front door of the building...*

Background and Evidence – Developments Following December 1, 2011 and the Current Application

After receiving the December 1, 2011 decision, the landlord testified that the rules applied to the tenant and his guests for access to the rental property were initially revised so as to comply with that decision. However, as a result of that decision and further discussions with BC Housing and other agencies, it was decided that the rental units operated by the landlord's society at this property needed to be officially converted to transitional housing. The landlord noted that section 4(f) of the *Act* establishes that "living accommodation provided for emergency shelter or transitional housing" is excluded from the *Act*.

To this end, the landlord drafted a Transitional Housing Program Agreement (the Agreement) to be signed by any of its tenants who wished to remain in this housing development. The landlord testified that BC Housing agreed to assist any occupants who were unwilling to sign the Agreement to locate alternative housing arrangements elsewhere.

On March 23, 2012, and after a process described by the tenant as coercive pressure applied towards him by some of the landlord's staff, both parties signed the Agreement, to have taken effect on March 2, 2012. This Agreement clearly described the nature of this housing as transitional housing and identified a number of provisions that varied from those that would or could be applied under the *Act*. Of particular relevance to the purposes of the tenant's current application is Section 3 of the Right to Occupy section of the Agreement in which the parties agreed to the following provision:

> 3. *The Residential Tenancy Act (or successor legislation) does not apply to this Agreement. If any provision in the Agreement is found by a court to be invalid or unenforceable, that provision will be severed from this Agreement and the remainder of this Agreement remains in full force and effect...*

By signing this Agreement, the landlord maintained that the tenant agreed that the *Act* would no longer apply to his continued residency in this complex which had now become transitional housing for the purposes of the *Act*.

The tenant and his advocate disagreed with the landlord's claim that this tenancy was no longer covered under the *Act*. The tenant testified that he signed under duress, as did many of the other tenants in this building who felt they had no alternatives but to continue their residency in this building. The tenant also gave undisputed testimony that he sent a letter to the landlords on April 22, 2013, advising that he was withdrawing his consent to the Agreement he had signed on March 23, 2012. The landlord said that he was unaware of this letter, but noted that if he had withdrawn from the Agreement, then the tenant's behaviours could become subject to action under the *Act* if there were grounds to end his tenancy for cause.

The tenant also noted that many of the provisions of the Agreement he signed on March 23, 2012 have no relevance to his circumstances. He gave undisputed sworn testimony that there was no transition plan in effect for his movement to any other housing location. He did not participate in, nor had he ever been asked to participate in any of the programs that the Agreement described. He does not see any health or mental health professionals or any of the other specialized caregivers that provide services to residents in this building under the landlord's transitional housing program. He said that he has clearly notified the landlord that he just wanted to be left alone. In essence, the only tangible effect that his signing this Agreement had was that the landlord maintained that he was now removed from the protections contained under the *Act.*

The tenant's advocate submitted that the December 1, 2011 remained final and binding. She observed that the original Residential Tenancy Agreement and the Addendum to that Agreement contained clauses preventing the landlord from arbitrarily changing the terms of the tenant's original Residential Tenancy Agreement. She also noted that sections 5(1) and (2) of the *Act* prevent parties from contracting out of the *Act*, which she maintained the Agreement drafted by the landlord attempted to do.

Analysis

While I have turned my mind to all the documentary evidence, including miscellaneous letters, documents, two previous decisions regarding applications for dispute resolution in this complex, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of my findings around each are set out below. I will first address the jurisdictional questions raised by the landlord and will subsequently consider the tenant's application for the issuance of orders against the landlord.

Analysis – Does this Application Fall Within the Jurisdiction of the *Act*?

As noted above, the Arbitrator reported in her December 1, 2011 decision that the landlord raised some concerns about her jurisdiction to consider the application before her at her teleconference hearing of the tenant's application on November 23, 2011. While her decision was final and binding with respect to the matters then before her and as the situation then existed, the landlord maintained that circumstances changed when those formerly covered by tenancy agreements in this complex signed Transitional Housing Program Agreements in March 2012.

Rather than limiting my focus to the December 1, 2011 decision on this tenancy, the landlord submitted a more recent decision of an Arbitrator issued on November 9, 2102. Although this decision involved a different tenant in this complex, the landlord maintained that the current situation is analogous to the circumstances found in that decision because that tenant also signed a Transitional Housing Program Agreement in March 2012.

The landlord gave undisputed sworn testimony that the same set of provisions are in place for the tenancy under dispute in the current application. Although the landlord recognized that second Arbitrator's decision is not binding with respect to the matter currently before me, he asked that I reach the same conclusion that this rental unit is transitional housing and outside the jurisdiction of the *Act*.

While in no way bound by the second Arbitrator's findings with respect to an application from a different tenant in this building, there are many common features between that

tenancy and the current one, in particular with respect to the Agreement signed by the Parties. In her decision, the second Arbitrator noted that the tenant in that living unit signed a five month fixed term Tenancy Agreement in October 1, 2011, prior to the first Arbitrator's decision. In the case before the second Arbitrator, the parties signed a Transitional Housing Program Agreement, on March 2, 2012. She correctly noted that the Agreement "indicated that it is understood that the accommodation is not permanent or long term housing." She also noted that the "House Rules" and other terms of the Agreement required the Program Participant to "accept support services provided by the health service team."

In her Analysis, the second Arbitrator described the process which she followed in assessing whether the matter before her was covered by the *Act*, set out in part as follows:

> *...the Act does not define the term "transitional housing". Nor does Residential Tenancy Policy Guideline 27: Jurisdiction address transitional housing. Without a formal test for finding transitional housing I proceed to consider the interpretation of the above exemption under the reasonable person standard...*
>
> *Ideally, the written agreement between the parties would state that the unit is provided as transitional housing, and would state how the end of the transition period is determined. Other indications of transitional housing may include requirements for the tenant to participate in a program, therapy or counseling as a condition of the tenancy.*
>
> *I find that where the occupation in the living accommodation is time-limited, or for a defined purpose, and it is clear that the purpose is to enable the tenant to transition to independent living, it is reasonable to conclude the living accommodation is transitional housing.*
>
> *Upon review of the written agreement entered into in March 2012 I find the agreement indicates the intended purpose is to provide transitional housing, that as a condition of occupancy the tenant is to accept the support services provided by the landlord, and that the transition period is ended when the tenant moves into an independent living accommodation, or sooner as determined by the landlord's team of professionals...*

After applying the above-stated tests to the situation before her, the second Arbitrator concluded that the living accommodation in question was provided for transitional housing. For that reason, she declined jurisdiction over the application as she found

that the *Act* did not apply to the agreement between the landlord and the tenant in that case.

Although I have employed much of the same tests as those identified by the second Arbitrator in her decision, I find that the fact situation in the case before me has important differences. To begin with, I am not at all satisfied with the landlord's explanation as to how the current tenancy could be described as transitional. He maintained that there is a "transitional team" but there was no specific timeline whereby a program participant would need to find alternate accommodations. He said that it can take two to three years sometimes, depending on the type of program that an individual is receiving. By contrast, the tenant gave undisputed sworn testimony that he is not receiving any programming and there has never been any discussion with respect to a transition plan or time frame whereby his residency in this complex would end. When I asked the landlord to comment on the tenant's claim that he has never received any of the programming referred to in the Agreement without any implications for his residency there, the landlord testified that he would not have access to such information as this would be the sole preserve of those health care professionals associated with this program. If such programming were occurring, the landlord clearly had the right to call witnesses or provide written submissions to confirm that the tenant is receiving programming. Similarly, if there were some plan in place that would better position this as a transition to some other type of accommodations, this too could have been entered into written evidence or sworn testimony at this hearing by the landlord. Rather, the landlord testified that he is not privy to such information, but understands that such interactions with participants in the Transitional Housing Program typically occur. I find the landlord's evidence on these points significantly lacking.

Whereas most if not all of the features outlined in the case before the second Arbitrator were apparently in place such that she concluded that the tenant in her case was being housed in a transitional housing, I find almost none of these features present in the case before me. There is no statement in the Agreement as to how or when the tenancy would end. There is undisputed sworn testimony from the tenant that no discussions as to his transitioning out of this housing complex have occurred. The tenant gave undisputed sworn testimony that the landlord has not required him to participate in any program, therapy or counselling, even though this appeared to be a central feature of the Agreement. He has lived in this rental unit for over 2 ½ years, and there does not appear to be any plan in place whereby he is to transition to a more independent form of living. Although he did sign the Agreement in March 2012, he gave undisputed sworn testimony that he subsequently sent a written withdrawal of his consent to that Agreement.

Based on the evidence provided to me by the parties, I find that this tenancy remains within the *Act* and does not constitute transitional housing. **In this case**, I am not satisfied that the landlord has provided sufficient evidence to demonstrate that the features of this tenancy are "transitional housing" and thus outside my jurisdiction as per section 4(f) of the *Act*. Although the tenant signed the Agreement, I find that he did so without a clear understanding that by signing, he was surrendering the rights afforded to him under the *Act* and was not gaining any benefit as he would not be participating in the programming offered by the landlord. For this reason, I find that on the unique facts of **this tenancy**, the tenant cannot be bound by the Transitional Housing Agreement as it is unconscionable as it relates to his tenancy and as the landlord has not demonstrated that the landlord offered new consideration for the tenant's agreement to surrender his rights under the *Act.*

In coming to this determination, I recognize the concern expressed by the landlord that a decision that this matter properly fell within the *Act* could have implications for many others currently housed within the Transitional Housing Program. I find little likelihood that this could be the case as the circumstances of others in this housing complex may very well lead to their exclusion from the *Act* as they may in fact be receiving transitional housing from the same landlord. Based on what the landlord stated and presented, it is also very possible that many other tenants in this complex and in this Program are receiving far more services from a range of professionals than are being provided to the tenant in this case. The landlord's lack of success in pursuing his jurisdictional challenge regarding the tenant's application may also be a function of the landlord's failure to produce meaningful evidence to refute the tenant's claim that he is not receiving services from the landlord as part of the process of transitioning him to alternate accommodations.

I find that the tenant's application falls within the *Act*, even on the tests outlined in the second Arbitrator's November 9, 2012 decision, which reached a different conclusion with respect to the fact situation before her. Hence, there is no need for me to consider the position taken by the tenant's advocate that the Agreement signed by the parties in March 2012 constituted an illegal contracting out of the previous tenancy agreement signed by the parties and in contravention of sections 5 and possibly 6 of the *Act*. However, that is not to say that there may not be merit to that argument, especially as the tenant has a decision from a previous application for dispute resolution that his tenancy did in fact fall within the *Act*, even after the landlord questioned the first Arbitrator's jurisdiction on that occasion. This would once again further distinguish the matter before me from the other tenancies in this complex. In this regard, the landlord testified that he is unaware of anyone else in this large housing complex who had obtained a final and binding determination that her or his tenancy did in fact fall within

the jurisdiction of the *Act* before the landlord requested that all tenants sign the Transitional Housing Program Agreement.

Analysis – Consideration of Tenant's Application for the Issuance of Orders Against the Landlord

Based on the evidence before me, I am satisfied that the landlord has followed the December 1, 2011 order from the first Arbitrator to refrain from changing locks to access the rental building. As the landlord keeps 24 hour security in place at the front desk of this rental complex, I am satisfied that the tenant has access to the building after 11:00 p.m. While this policy may prevent people who do not have proper identification from entering the building, the tenant testified that he is satisfied that the landlord has complied with the order pursuant to section 31 of the *Act* to allow him to access the rental property without fear of having the front door locks changed each night. As I find no ongoing contravention of the first Arbitrator's order pursuant to section 31 of the *Act*, I dismiss this portion of the tenant's application without leave to reapply.

Section 30(1) of the *Act* reads as follows:

> ***30*** *(1) A landlord must not unreasonably restrict access to residential property by*
>
> *(a) the tenant of a rental unit that is part of the residential property, or*
>
> *(b) a person permitted on the residential property by that tenant.*

In this case, the tenant maintained that the landlord continues to place restrictions on the access of the tenant's guests to his rental unit. The landlord confirmed that the landlord continues to apply the House Rules for the transitional housing complex, which include the following restrictions on guests to this complex:

1. Guests are required to show legal photo ID to be permitted into the building and must leave their photo ID with the desk clerk during the duration of their stay in the building.
2. All overnight guests are required to be signed in to the building prior to 10 pm. Guests will not be permitted entry into the building between 10 pm and 6 am.
3. Tenants are permitted to have one overnight guest a maximum of 3 nights in a 7 day period (Monday – Sunday) unless prior arrangements have been approved by management.

In her December 1, 2011 decision, the first Arbitrator found that the policies and rules then imposed by the landlord were unreasonable under section 30 of the *Act*, and ordered "the landlord to comply with the *Act* and allow access to or from the unit of site for the tenant or the tenant's guests." As noted above, she issued a final and binding order "to allow access to or from the unit or site for the tenant or the tenant's guests without requiring any notice to the landlord, or require any of the tenant's guests to provide identification, or require that the tenant's guests leave the building by 11:00 p.m."

After reviewing the written evidence, including the current House Rules, set in place after the Agreement was signed in March 2012, and considering the sworn testimony of the parties, I find that the landlord has only partially complied with the final and binding order of December 1, 2011. While it would seem that the tenant no longer has the restrictions on his entry to and from the complex, his guests must produce legal photo ID, which some may not have. There are also restrictions on the frequency of their access to the tenant's rental unit. They also cannot access the building between the hours of 10:00 pm and 6:00 am. While there may be valid reasons for the additional House Rules imposed after residents signed their March 2012 Agreements, the reality is that this tenant has received a final and binding decision on December 1, 2011, ordering the landlord to take corrective action with respect to rules that the Arbitrator presiding over the tenant's previous application found contravened the *Act*. As I find that the *Act* continues to apply to this tenancy, I find that the landlord has not complied with the full provisions included in the final and binding order of December 1, 2011.

For these reasons, I order the landlord to comply with the full provisions of the orders issued in the December 1, 2011 decision, including the following orders:

> *I hereby order the landlord to comply with Section 30 of the Residential Tenancy Act.*
>
> *I further order the landlord to allow access to or from the unit or site for the tenant or the tenant's guests without requiring any notice to the landlord, or require any of the tenant's guests to provide identification, or require that the tenant's guests leave the building by 11:00 p.m.*

I have also given consideration to the tenant's application for a monetary award of $4,125.00, constituting a retroactive reduction in his rent by 50% from December 1, 2011 until the present. I have also considered the tenant's application to have his ongoing rent reduced by 50% until such time as the landlord is in compliance with the December 1, 2011 decision.

Although I find that this tenancy continues to fall within the *Act* and was not removed from the *Act* by the tenant's signature of the Agreement, I recognize that the landlord may very well have believed otherwise. I also accept that it would have taken a few months to consider the implications of the December 1, 2011 decision and to consult with the multiple partners who were administering the Small Suite Low Barrier Transition Program in place at that time. I also find that the landlord did put in place some measures before March 1, 2012, to adhere to important portions of the December 1, 2011 decision. However, after obtaining the tenant's signature to the new Transitional Housing Program Agreement on March 23, 2012, the landlord took no further action to ensure that all provisions of the December 1, 2011 were followed. Since this did not happen, I find that the landlord is in contravention of some of the terms of the December 1, 2011 decision ordering the landlord to take corrective action.

Section 65(1)(f) of the *Act* allows me to issue a monetary award to reduce past rent paid by a tenant to a landlord and order future rent to be reduced if I determine that there has been "a reduction in the value of a tenancy agreement."

In the Details of the Dispute attached to the tenant's application for dispute resolution, the tenant provided the following explanation of his claim for a retroactive reduction in rent since the December 1, 2011 decision was issued.

> *...He (the tenant) has faced the prospect of not having access to the residential property (i.e., if he does not enter the building by 11 pm when the doors are locked). As a result, the tenant has experienced significant levels of stress that have also affected his personal relationships (i.e., the tenant's guests are unable to enter and exit the residential property when the tenant permits)...*

At the hearing, I asked the tenant to elaborate on the stress that he described in his written evidence and to provide details on any health complications that may have arisen as a result of the landlord's alleged failure to comply with the orders contained in the December 1, 2011 decision. Although the tenant said that he has had to take medication to cope with his stress, neither the tenant nor the tenant's advocate submitted any evidence from health care professionals to substantiate his claim.

As the landlord keeps a staff member on the front desk after hours, allowing access to the building for tenants as the need arises, I find little reason to issue a monetary award to the tenant for restrictions to his access to the building. However, the restrictions on guests visiting him and the requirements regarding the provision of legal photo identification by the tenant's guests do contravene the *Act* and have not been corrected,

even though the landlord was specifically ordered to discontinue such restrictions in the December 1, 2011 decision.

While I find that the landlord has contravened the orders contained in this portion of the December 1, 2011 decision, I am not satisfied that the tenant has demonstrated that he is entitled to a retroactive reduction in his rent in the amount of 50% since the December 1, 2011 decision was issued. Rather, I find that the landlord's failure to comply with these provisions regarding the tenant's guests would have only an occasional impact on the tenant. I find that the restrictions placed on some of the tenant's guests would have very little impact on the tenant's well-being and would equate to a very small portion of the overall value of his tenancy. I find that there has been only a nominal reduction in the value of this tenancy as a result of the landlord's failure to comply with the orders issued on December 1, 2011.

For these reasons and pursuant to section 65 of the *Act*, I order a retroactive rent reduction in the amount of $25.00 for each month from March 1, 2012, the month when the Agreement took effect, until the present month, December 2013. This results in a total monetary award in the tenant's favour in the amount of (22 months x $25.00 = $550.00). I am satisfied that between December 1, 2011 and March 1, 2012, the landlord was in the process of attempting to identify workable solutions to the matters raised in the December 1. 2011 decision. To implement this monetary award, I order the tenant to reduce his rent payments for January 2014 and February 2014 rent by $275.00, totalling $550.00.

In the event that the landlord has failed to fully implement the RTB's December 1, 2011 decision by January 1, 2014, I order that the tenant's monthly rent reduced by $25.00. If by March 1, 2014, the landlord has not taken action to fully implement the December 1, 2011 decision, I order a further reduction in the tenant's monthly rent by an additional $50.00, until such time as the December 1, 2011 decision is fully implemented. I order that the tenant's rent reverts to the amount that he would normally be charged in the month following the landlord's full implementation of the December 1, 2011 decision.

Conclusion

I find that this tenancy is covered under the *Act*.

I find that the landlord has not fully implemented the December 1, 2011 decision issued by the RTB. I issue a monetary award in the tenant's favour in the amount of $550.00 for the loss in value of his tenancy. I order that this monetary award is to be implemented by ordering the tenant to reduce the payment of his January and February 2014 monthly rent by $275.00 for each of these months. I further order that if the

landlord does not fully implement the December 1, 2011 decision by January 1, 2014, that the tenant's monthly rent is reduced by $25.00. I further order that if the landlord does not fully implement the December 1, 2011 decision by March 1, 2014, that the tenant's monthly rent is reduced by a further $50.00. In that event, I order that the tenant's monthly rent remain reduced by $75.00, until such time as the landlord has fully implemented the RTB's December 1, 2011 decision. I order that the tenant's rent reverts to the amount that he would normally be charged in the month following the landlord's full implementation of the December 1, 2011 decision.

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: December 6, 2013

Residential Tenancy Branch