Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF, O

Introduction

This hearing dealt with applications from both the landlords and the tenants under the *Residential Tenancy Act* (the *Act*). The landlords applied for:

- a monetary order for unpaid rent, for damage to the rental unit, and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenants' security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover their$50.00 filing fee for this application from the tenants pursuant to section 72.

The tenants applied for:

- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- a monetary order for the cost of emergency repairs to the rental unit pursuant to section 33;
- authorization to obtain a return of double their security deposit pursuant to section 38;
- authorization to recover their $100.00 filing fee for this application from the landlords pursuant to section 72.

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 parties agreed that on July 31, 2013, the tenants handed the landlords a written notice to end their tenancy on August 31, 2013. The tenants confirmed that they received a copy of the landlords' dispute resolution hearing package sent by the landlords by registered mail on August 17, 2013. The landlords confirmed that they received a copy of the tenants' dispute resolution hearing package sent by the tenants by registered mail on October 9, 2013. I am satisfied that the parties served the above documents to one another as well as their written, photographic and digital evidence in accordance with the *Act*.

At the hearing, the tenants also confirmed that they were able to access the digital evidence provided by the landlords. Although at the time of this hearing I noted that I had been unable to access that digital evidence, I subsequently was able to access this evidence and have taken the landlords' digital evidence into account in reaching my decision.

Issues(s) to be Decided

Are the landlords entitled to a monetary award for unpaid rent or damage arising out of this tenancy? Are either of the parties entitled to a monetary award for damages arising out of this tenancy? Are the tenants entitled to a monetary award for emergency repairs undertaken during this tenancy? Are the tenants entitled to a monetary award for losses in the value of their tenancy? Which of the parties are entitled to the tenant's security deposit? Are the tenants entitled to a monetary award equivalent to the amount of their security deposit as a result of the landlords' alleged failure to comply with the provisions of section 38 of the *Act*? Are either of the parties entitled to recover their filing fees for their applications from one another?

Background and Evidence

While I have turned my mind to all the documentary evidence, including photographs, diagrams, digital evidence, invoices, receipts, background manuals, policies and guidelines, miscellaneous letters, e-mails and Facebook messages, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The parties submitted hundreds and hundreds of pages of material for consideration at this hearing, only some of which was of relevance to the matters properly before me. The principal aspects of the parties' claims and my findings around each are set out below.

This periodic tenancy for a log home on an island commenced on April 1, 2013. The signed Residential Tenancy Agreement (the Agreement) called for the tenants' payment of $1,250.00 in monthly rent, payable in advance on the first of each month. However, the parties agreed that the landlords allowed the tenants a $50.00 reduction as a means of compensating the tenants for hydro they included on the tenants' hydro account for a small rental unit on this rental property. The parties agreed that the tenants paid a total of $1,200.00 each month to the landlords. According to the signed terms of the Agreement, water was not included in the monthly rent, although water was available through a water cistern under the rental home. The landlords prepared an Addendum to the Agreement, which stated that "The landlords are responsible for repairing the pump and cistern but water supply is the responsibility of the tenants." The tenants crossed out the portion of this provision stating that water supply was to be their responsibility.

The tenants paid their rent in full each month until August 1, 2013. The tenants paid no rent for August 2013, claiming that they were entitled to withhold rent for that month as compensation for a series of losses in the value of their tenancy. The landlords continue to hold the tenants' $625.00 security deposit paid on April 1, 2013.

The female landlord (the landlord) confirmed that no joint move-in condition inspection was undertaken for this tenancy. She also testified that she did not attempt a joint move-out condition inspection as the tenants had already vacated the rental unit on July 31, 2013, when they handed the landlords their written notice to end this tenancy on August 31, 2013. The landlord said that she conducted her own move-out condition inspection and prepared a report of that inspection. During the landlord's testimony, it was unclear if she prepared an actual report of her inspection or if she incorrectly considered the photographs she took to be that report. In any event, she testified that she never forwarded a copy of that report to the tenants or to the Residential Tenancy Branch (the RTB).

The landlords requested a monetary award of $3,025.79 in their application for dispute resolution for the following items:

Item	**Amount**
Damages Incurred in Eradication of Flea Infestation	$336.51
Damage to Light Fixture	189.28
Unpaid August 2013 Rent	1,250.00
Loss of Rent for September 2013	1,250.00
Total Monetary Order Requested	**$3,025.79**

Prior to the hearing, the landlords entered into written evidence a Monetary Order Worksheet in which they attempted to increase the amount of their requested monetary award to $4,240.39, to reflect updated information regarding their claim. In this update, the landlords removed their claim for loss of rent for September 2013, as they had been successful in finding new tenants for the rental home. The landlord testified that these new tenants took occupancy on September 1, 2013, and are paying $1,250.00 per month. As the landlords have installed a separate hydro meter for the small rental unit on this property, there is no longer a $50.00 reduction to allow for the provision of hydro to that small unit by the tenants in the log home. In their revised request for a monetary award, the landlords identified $751.11 as the total costs to eradicate the flea infestation, and added a request for $2,000.00 in aggravated damages.

I advised the landlords that as they had not submitted a formal amendment to their application for dispute resolution, the maximum monetary award I could consider remained the $3,025.79 identified in their original application, plus their $50.00 filing fee.

The tenants' application for a monetary award of $24,999.69 included the following:

Item	**Amount**
Return of Double Tenants' Security Deposit (2 x $625.00 = $1,250.00)	$1,250.00
Emergency Expenses	398.69
Breach of Contract	4,375.00
Loss of Quiet Enjoyment/Aggravated Damages/Tort Claim	18,876.00
Recovery of Filing Fee for their Application	100.00
Total Monetary Order Requested	**$24,999.69**

Analysis – Claims by Both Parties for Aggravated Damages

Both parties provided information in support of their respective claims for aggravated damages. While the landlords questioned the tenants' application for aggravated damages, they attempted to add their own claim for $2,000.00 in aggravated damages as part of their written evidence. For their part, the tenants specifically cited sections of RTB Policy Guideline 16. Claims in Damages in their Evidence #111 of their written evidence package and elsewhere in their submission.

Policy Guideline 16 describes aggravated damages in the following terms:

> *Aggravated damages are designed to compensate the person wronged, for aggravation to the injury caused by the wrongdoer's willful or reckless indifferent behaviour. They are measured by the wronged person's suffering.*

- *The damage must be caused by the deliberate or negligent act or omission of the wrongdoer.*
- *The damage must also be of the type that the wrongdoer should reasonably have foreseen in tort cases, or in contract cases, that the parties had in contemplation at the time they entered into the contract that the breach complained of would cause the distress claimed.*
- *They must also be sufficiently significant in depth, or duration, or both, that they represent a significant influence on the wronged person's life...*

I find that both parties have failed to demonstrate any of the three situations outlined above apply to their claims for aggravated damages. This tenancy lasted only four months, and many of the alleged problems occurred over at most a six-week period. The tenants' claim that the events of this tenancy has significantly affected their health and thus been a significant influence on their lives is supported by very little evidence from any health care professional. There is one solitary very vaguely worded and cryptic doctor's note of October 8, 2013, to confirm that the female tenant was "unable to work due to illness...likely to persist several months." The landlords also correctly noted in their written evidence that the tenants supplied evidence that the female tenant caught a stomach flu from someone she was visiting in June 2013.

Although Policy Guideline 16 notes that an Arbitrator is allowed to make an award for aggravated damages, it also states that "aggravated damages are rarely awarded." I find that both applications for awards for aggravated damages fall woefully short of the standard required to make an award for aggravated damages in an application for dispute resolution. I find neither the depth nor the duration of the alleged causes for aggravated damages sufficient to entitle either party to awards for aggravated damages. I dismiss both parties' claims for aggravated damages without leave to reapply.

Analysis –Landlords' Application

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. In this case, the onus is on the landlord to prove on the balance of probabilities that the tenant caused the damage and that it was beyond reasonable wear and tear that could be expected for a rental unit of this age.

When disputes arise as to the changes in condition between the start and end of a tenancy, joint move-in condition inspections and inspection reports are very helpful. In this case, the landlords did not conduct any type of move-in condition inspection, did not schedule opportunities to conduct a joint move-out condition inspection and did not provide the tenants with copies of any move-out condition inspection report that they prepared at the end of this tenancy. I emphasise that unilaterally taking photographs is no substitute for conducting a proper move-in or move-out condition inspection.

Sections 23, 24, 35 and 36 of the *Act* establish the rules whereby joint move-in and joint move-out condition inspections are to be conducted and reports of inspections are to be issued and provided to the tenant. These requirements are designed to clarify disputes regarding the condition of rental units at the beginning and end of a tenancy. I find that the landlords failed to comply with virtually all of these requirements and, as such, I find that the landlord's eligibility to claim against the security deposit for damage arising out of the tenancy is limited.

Without a valid set of move-in and move-out condition inspection reports, it is difficult to assess the landlord's claim for damage caused by the flea infestation and to the light fixture. With respect to the claim for the eradication of fleas, there was very conflicting evidence as to whether the tenants' cats brought the fleas into the rental unit or whether they came to the rental home through other means (e.g., a stray cat, someone's dog, the mice infestation, or as travellers on humans). For their part, the tenants said that their cats are solely indoor cats and could not have become flea infested from contact with other animals outside the rental unit. The landlords entered into written evidence a copy of a letter from the previous tenant in this rental home who also owned a cat. That tenant's letter claimed that he never encountered flea problems with his pet while he was living in this rental home. However, this individual did not attend this hearing and was unavailable for questioning with respect to this matter.

I also note with concern that much of the landlords' revised claim for flea eradication resulted from the female landlord's claim for 26 hours of labour at $15.00 hour, primarily to catch and kill fleas by hand that landed on her while she walked through the rental home, for a total of $390.00. As I mentioned at the hearing, I cannot see how such a claim could be approved.

Since I am not satisfied that either party has clearly established who was responsible for the flea infestation and there was no joint move-in condition inspection conducted, I find that the landlords are not entitled to a monetary award to eradicate the flea infestation in this rental unit. The flea problem may or may not have been present at the beginning of this tenancy and without more evidence I find that the landlords have not established their entitlement to any monetary award for this item. I dismiss their claim for damage for this item without leave to reapply.

While there is some evidence that the light fixture in question actually broke while the male tenant was removing it for replacement with their own light fixture, the landlord testified that she has not actually replaced the light fixture and has not incurred any actual losses. The rental home has been re-rented for more monthly rent than the tenants were paying during their tenancy, so it is difficult to claim that there has been any actual losses incurred from the broken light fixture. Since the landlords have not

demonstrated any actual losses associated with their claim for the broken light fixture, I dismiss their claim for this item without leave to reapply.

Section 7(1) of the *Act* establishes that a tenant who does not comply with the *Act*, the regulations or the tenancy agreement must compensate the landlord for damage or loss that results from that failure to comply. Section 45(1) of the *Act* requires a tenant to end a periodic tenancy by giving the landlord notice to end the tenancy the day before the day in the month when rent is due. In this case, in order to avoid any responsibility for rent for August 2013, the tenants would have needed to provide their notice to end this tenancy before July 1, 2013. As there is undisputed evidence that this did not occur, I find that the tenants did not comply with the provisions of section 45(1) of the *Act*.

There is undisputed evidence that the tenants did not pay any rent for August 2013. They had no legal right to arbitrarily decide as they did in their July 18, 2013 letter, provided to the landlords on July 31, 2013 that "We hereby deem this letter as payment of rent from August 1, 2013 to August 31, 2013." However, section 7(2) of the *Act* places a responsibility on a landlord claiming compensation for loss resulting from a tenant's non-compliance with the *Act* to do whatever is reasonable to minimize that loss.

Based on the evidence presented, I accept that the landlords did attempt to the extent that was reasonable to re-rent the premises for August 2013. They placed advertisements as to the availability of the rental home on a popular rental website and undertook measures to deal with the rodent and flea infestations. They were successful in re-renting the premises for September 1, 2013. Under the circumstances and given the relatively limited market there would be for such accommodation on an island, I am satisfied that the landlords have discharged their duty under section 7(2) of the *Act* to minimize the losses that would be charged to the tenants. For these reasons, I issue a monetary award in the landlords' favour in the amount of $1,200.00 for unpaid rent for August 2013, the monthly rent that the landlords were receiving from the tenants.

I allow the landlords to retain the tenants' security deposit plus applicable interest to partially satisfy the monetary award issued in the landlords' favour. No interest is payable over this period.

Analysis – Tenants' Application

At the commencement of this hearing, I advised the tenants that the landlords applied for authorization to retain the tenants' security deposit on August 14, 2013, within the 15-day time period for doing so under the *Act.* As such, I advised the parties of my decision that the tenants are not entitled to a monetary award for double the tenants' security deposit as the landlords did comply with the provisions of section 38 of the *Act*.

At the hearing, I clarified that many of the items identified in the tenants' claim for $398.69 in emergency repairs (listed in their application as emergency expenses) were for flea treatments for their cats.

Section 33(5) of the *Act* allows a tenant to claim a monetary award from a landlord for emergency repairs, but establishes that these repairs must be:

> ***33****(1) (a) urgent,*
>
> *(b) necessary for the health or safety of anyone or for the preservation or use of residential property, and*
>
> *(c) made for the purpose of repairing*
>
> *(i) major leaks in pipes or the roof,*
>
> *(ii) damaged or blocked water or sewer pipes or plumbing fixtures,*
>
> *(iii) the primary heating system,*
>
> *(iv) damaged or defective locks that give access to a rental unit,*
>
> *(v) the electrical systems, or*
>
> *(vi) in prescribed circumstances, a rental unit or residential property...*

I find that none of the repairs identified in the tenants' list of emergency expenses qualify as emergency repairs as defined in section 33(1)(a) of the *Act*, and further find that the tenants have not complied with the requirements of section 33 of the *Act* to entitle them to any monetary award for emergency repairs even if any of their expenses did qualify as emergency repairs. I dismiss this portion of the tenants' application without leave to reapply.

I have carefully considered the tenants' claim for breach of contract in which they maintained that the information provided to them by the landlords at the start of this tenancy with respect to many different features of their tenancy (e.g., the quantity and quality of the water in the water cistern providing water to this rental home; the extent and timing of noise that they would experience living in this working fruit orchard; the nature and extent of spraying to be conducted by the male landlord, etc.,) constituted a breach of contract. The tenants requested a full recovery of all rent payments they made to the landlords during the course of their tenancy, but for the final two weeks of their tenancy.

RTB Policy Guideline 16 describes breach of contract in the following terms:

> *It is up to the person claiming to prove that the other party breached the contract and that the loss resulted from the breach. The loss must be a consequence that the parties, at the time the contract was entered into, could reasonably have expected would occur if the contract was breached…*

Based on the evidence before me, I find that the tenants have not demonstrated that they are entitled to any monetary award for breach of contract from the landlords. The parties provided conflicting written evidence and sworn testimony with respect to the representations made by the landlords at the commencement of this tenancy. For example, I find that the tenants have been unreasonable in expecting that the male landlord would refrain from working in his orchard surrounding this rental home during what most people would refer to as normal daytime working hours. The tenants signed an Addendum to the Agreement confirming that they realized they would be residing in a working farm orchard. The tenants have not provided anything other than their own statements that the landlords agreed to shuffle the male landlords work schedule around the tenants' preference to work nights and sleep during the daytime hours. In general, I find that the tenants' claim for breach of contract rests almost entirely on their assertions that their version of events was correct and the landlords were being untruthful. I make no such finding. Under these circumstances, I find that the tenants have not met the burden of proof required to entitle them to any form of monetary award for breach of contract. I dismiss their claim for a monetary award for breach of contract without leave to reapply.

The tenants have also made a tort claim and provided evidence with respect to how tort claims are to be interpreted. RTB Policy Guideline 16 outlines the following information with respect to claims in tort:

> *A tort is a personal wrong caused either intentionally or unintentionally. An arbitrator may hear a claim in tort as long as it arises from a failure or obligation under the Legislation or the tenancy agreement… The Supreme Court of Canada decided that where there is a breach of a statutory duty, claims must be made under the law of negligence. In all cases the applicant must show that the respondent breached the care owed to him or her and that the loss claimed was a foreseeable result of the wrong.*

Based on a balance of probabilities, I find that there are conflicting accounts as to whether the landlords breached the duty of care they were to have exhibited with respect to this tenancy. In this regard, there is considerable evidence that the tenants did not act as quickly as they could have to alert the landlords to problems with the water quality in their water supply. As the landlords noted in their sworn testimony and

their written evidence, the tenants knew as early as June 26, 2013 that the local health authority had completed its examination of their water quality and had issued a "boil water advisory" due to the water quality in their water cistern. Rather than taking measures to alert the landlord to this immediately, the tenants delayed this process until notifying the landlords of the results on July 1, 2013. Within 24 hours, the landlords had retained a professional to resolve the water quality problem. However, despite receiving a request from the landlords to undertake corrective action on July 3, 2013, the tenants withheld their approval to commence these repairs until July 5, 2013, 9 days after the tenants learned of the results of the water testing. The work was completed by a licensed professional on July 5, 2013, and the tenants were advised that they would no longer have to boil their water before using it by the morning of July 6, 2013. The tenants apparently waited until the test results were received from the health authority on July 15, 2013, before they started using the water from the cistern again.

I also note that the landlords did pay for water to be trucked into the rental home after they received the initial report from the health authority on July 1, 2013, and installed a filtration system that was not identified as required in the health authority's report. I find very little in this set of circumstances that would support the tenants' assertions that the landlords failed to exhibit a duty of care once they became aware of the problems with the quality of the water in the tenants' cistern.

For the reasons cited above, I find that the tenants have not met the burden of proof required to demonstrate their entitlement to a monetary award for their tort claim. I dismiss this portion of their application without leave to reapply.

I have also considered the tenants' claim that they have experienced a loss in the quiet enjoyment of their home and that they were subject to a loss in the value of their tenancy. Section 28 of the *Act* provides tenants with a right to quiet enjoyment of their rental premises including a right to:

> *(a) reasonable privacy;*
>
> *(b) freedom from unreasonable disturbance;*
>
> *(c) exclusive possession of the rental unit subject only to the landlord's right to enter the rental unit in accordance with section 29 [landlord's right to enter rental unit restricted];*
>
> *(d) use of common areas for reasonable and lawful purposes, free from significant interference.*

Landlords are also subject to the obligations to repair and maintain rental premises in accordance with section 32 of the *Act.* If a landlord has failed to repair or maintain premises and there has been a loss in the value of a tenancy because a tenant has not been provided with services and facilities that the tenants were to have received in accordance with their tenancy agreement, 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 if I determine that there has been "a reduction in the value of a tenancy agreement."
As noted above, I find little merit to the tenants' claim that they were exposed to excessive noise as they were fully aware that they would be living in an orchard that would require work to tend to this activity. I find nothing in writing to demonstrate that they were guaranteed quiet in the mornings, the times when they chose to sleep. I also find insufficient evidence to demonstrate that they have suffered any health consequences as a result of the alleged inappropriate chemical spraying in the orchard and around the tenants' rental home. I dismiss the tenants' application for loss of quiet enjoyment for noise and other alleged interference and disruption without leave to reapply.

Although the tenants have claimed that they experienced great hardship and suffered extensive health effects from the quality of water in this rental home and the period when they could not use this water, I find their evidence lacking in this regard. As was noted earlier, they provided almost nothing of value from any health care professional regarding their claim that their health deteriorated as a result of the landlord's actions or omissions with respect to their water supply. I also find that the tenants delayed taking measures to expedite the landlords' attendance to repairs once they learned of the health authority's order to boil water from their water supply. I find that the tenants were responsible for much of the period when they did not have access to unboiled water from their regular water supply. I also note that a "boil water order" simply means that water can be used for any household purposes as long it is brought to a rolling boil for one minute. While this was no doubt inconvenient for them, the landlords produced undisputed written evidence from the same health authority official who issued the boil water order that the water in their cistern would become potable if boiled. I also note that while the landlords did take measures to address the water issues as ordered by the health authority and even exceeded this order by installing an expensive water filtration system for this rental home, water was not specifically included in the list of amenities to be provided by the landlord in the Agreement.

Given the resources available to address such problems on an island community, I find that the landlords took rapid action to address all issues arising out of the report issued by the health authority once they received notice of the results of the health authority inspection on July 1, 2013. Safe and potable water, water that did not need to be boiled

before using, was restored to the rental home within six days. The landlords provided undisputed sworn oral testimony and written evidence that they tried to have their contractor undertake this work on July 3, two days after being notified of the problem. The tenants were unwilling to let the contractor commence these repairs until July 5, 2013. Under these circumstances, I dismiss the tenants' claim for loss of the value of their tenancy due to the quality and quantity of the water available to them without leave to reapply.

Based on the evidence before me, I find that the tenants repeatedly asked the female landlord at the commencement of this tenancy for keys to access the rental home and to secure it when they were absent from the rental premises. The female landlord gave sworn oral testimony and written evidence that previous tenants had been satisfied with installing their own padlock on this home to secure it. While this would be an option, I accept the tenants' submissions that for a rental home of this nature where the landlords were receiving $1,200.00 in monthly rent the tenants should not have had to resort to installing their own padlock on the doors. The tenants gave inconsistent written evidence as to when they actually received keys to enable them to secure the rental home. At one point, they stated that they waited until May 29, 2013; at another point they claimed that this occurred in mid-May 2013. At the hearing, the female tenant said that she believed that the female landlord eventually found the missing keys and provided them to her on May 29, 2013.

Under these circumstances, I find that the tenants are entitled to a monetary award for the loss in value of the first two months of their tenancy in the amount of $75.00 for each month (i.e., April and May 2013). Pursuant to section 65(1)(f) of the *Act*, I issue a total monetary award in the tenants' favour in the amount of $150.00 for the landlords' failure to provide the tenants with a suitable and secure way to lock the rental home during the first two months of this tenancy.

I also heard sworn oral testimony and examined extensive written evidence with respect to the tenants' claim that they were entitled to a monetary award for the problems caused to themselves and their cats by fleas, which the tenants maintained may have been caused by the landlords' failure to address an infestation of mice. The tenants supplied many photographs of mice and mice droppings. The female tenant testified that the tenants alerted the landlords to this increasing problem as early as April 25, 2013. She said that she also told the landlord about this on May 5, 2013, and by about June 1, 2013 had put her concerns about mice in writing. The female landlord testified that the first written complaint about mice she received from the tenants was on July 1, 2013. The female tenant varied her testimony on this point, agreeing that she may not have put this issue in writing until July 1, 2013.

Under these circumstances, I limit the tenants' eligibility to a monetary award for the reduction in the value of their tenancy for the infestation of mice to the final month of their tenancy, July 2013. Pursuant to section 65(1)(f) of the *Act*, I issue a monetary award in the tenants' favour for this item in the amount of $50.00 for the month of July 2013. In coming to this determination, I have taken into recognition that the landlords may have been aware of this problem well in advance of July 1, 2013, but failed to take corrective action.

I dismiss all remaining portions of the tenants' application without leave to reapply as I find that the tenants have not met the burden of proof required to demonstrate any further eligibility for a monetary award.

As both parties have been partially successful in their respective applications, they bear the costs of filing their own applications for dispute resolution.

Conclusion

I issue a monetary Order in the landlords' favour under the following terms, which allows the landlords to recover unpaid rent owing from August 2013 less the amounts of losses in value of the tenancy experienced by the tenants and the amount of the tenants' security deposit:

Item	**Amount**
Unpaid August 2013 Rent	1,200.00
Less Loss in Value of Tenancy due to Landlords' Failure to Provide Keys for the First Two Months of this Tenancy (2 x $75.00= $150.00)	-150.00
Less Loss in Value of Tenancy due to Landlords' Failure to Address Infestation of Mice	-50.00
Less Security Deposit	-625.00
Total Monetary Order	**375.00**

The landlords are provided with these Orders in the above terms and the tenant(s) must be served with this Order as soon as possible. Should the tenant(s) fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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: November 26, 2013

Residential Tenancy Branch