Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC MND MNR MNSD MNDC FF – Landlord's Application
MNDC AAT – Tenant's Application

Preliminary Issues

The undisputed evidence was the Tenant vacated the property as of May 31, 2015.

Section 44(1)(d) of the *Act* stipulates that a tenancy ends on the date the tenant vacates or abandons the rental unit.

Tenant's Application

Based on the above, the Tenant's request for an Order to allow access to (or from) the unit or site for the Tenant or the Tenant's guests is now moot, as this tenancy ended on May 31, 2015, pursuant to section 44(1)(d) of the *Act*. Accordingly, the Tenant withdrew that request.

Landlord's Application

Based on the above, the Landlord`s request for an Order of Possession was moot, as the Landlord testified that she regained possession of the rental unit the evening of May 31, 2015. Accordingly, the Landlord withdrew her request for an Order of Possession.

Introduction

This hearing convened on June 29, 2015 for 85 minutes at which time the hearing time expired. An Interim Decision was issued June 30, 2015; therefore this Decision must be read in conjunction with the Interim Decision.

In the Interim Decision leave was granted to both the Landlord and the Tenant to resubmit their photographs to the Service B.C. (SBC) office and request that they be sent to the Residential Tenancy Branch (RTB) through house mail, no later than July 6, 2015.

On July 3, 2015 five pages of evidence was received at the RTB from the Tenant. The RTB record was updated noting the receipt of the evidence and the hard copy evidence was placed on the hearing file. That evidence included: a cover page; four pages

including 16 photographs; and the last page of photographs included a typed description of each photograph.

When the hearing reconvened on September 4, 2015 at 9:00 a.m. there was no record of additional evidence received from the Landlord placed in the RTB record or on the hearing file.

The Landlord initially testified that she submitted the additional photographs on the Wednesday after the hearing. She was insistent that she delivered the photographs to the SBC office on a Wednesday and that they took photocopies of her evidence. They gave her the black and white photocopies and they kept the colored photographs to send to the “L.T.B.”.

Upon further clarification the Landlord changed her submission to say she delivered her photographs to the SBC office on July 3, 2015 with a cover letter. The Landlord read her cover letter into evidence which stated that she was requesting that her photographs be sent to the “L.T.B.” and not the RTB.

When I pointed out that July 3, 2015 was a Friday and not a Wednesday the Landlord became noticeability upset and argued that she was confused and all of her papers had been displaced because immediately following the last hearing she suffered a traumatic event when her home flooded.

RTB Rule of Procedure 3.14 provides that documentary and digital evidence that is intended to be relied on at the hearing must be received by the respondent and the RTB not less than 14 days before the hearing.

Rule of Procedure 3.17 provides that the Arbitrator has the discretion to determine whether to accept documentary evidence that does not meet the requirements set out in the Rules of Procedure.

After careful consideration of the foregoing, I informed both parties that I would not be adjourning this proceeding a second time to allow for service of evidence as that would be prejudicial to the Tenant who had submitted her evidence as required and as ordered.

I informed the Landlord that I would consider her oral testimony regarding what was shown in her first submission of photographs. Those initial photographs were received via fax which caused many photographs to be illegible. The Landlord was also given opportunity to compare the Tenant’s photographs with her own in her oral submission, as they were both taken within a few days of each other.

In addition to the foregoing, I informed the Landlord that I would consider her second submission of photographs if they were received by the RTB by the time I wrote this Decision, pursuant to Rule of Procedure 3.17. As of today, September 10, 2015, there is

no record of a second submission of photographs received at the RTB from the Landlord.

During the hearing each person was given the opportunity to provide their evidence orally and respond to each other's testimony. Following is a summary of the submissions and includes only that which is relevant to the matters before me.

Issue(s) to be Decided

1. Has the Tenant proven entitlement to monetary compensation for loss of quiet enjoyment?
2. Did the Landlord suffer a loss due to unpaid rent?
3. Has the Landlord proven entitlement to monetary compensation for damage or loss under the *Act*, Regulation, or tenancy agreement?
4. Has the Landlord proven entitlement to keep all or part of the security deposit?

Background and Evidence

Undisputed Facts

The Tenant entered into a written month to month tenancy agreement that began on February 15, 2015. Rent of $650.00 was payable on or before the first of each month and on February 7, 2015 the Tenant paid $325.00 as the security deposit. The tenancy agreement stipulated that utilities (water, electricity, heat) were not included in rent. A move in condition inspection report form was completed and signed by both parties on February 13, 2015 and the move out report was completed and signed by both parties sometime between May 31, 2015 and June 5, 2015

The tenancy agreement stipulated that there was a one page addendum attached which formed part of the tenancy agreement. The addendum was signed on February 1, 2015 by both parties and stated as follows:

> *I [Tenant's name] Agree to pay for any damages which may result due to the cats during my tenancy at [rental unit address].*
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> [Reproduced as written]

The rental unit was described as being a basement suite located in the Landlord's family home. The Landlord and minor son resided in the upper level of the house.

Submissions related to the Tenant's application

The Tenant testified that she was seeking $5,000.00 compensation for loss of quiet enjoyment. She argued that shortly after her tenancy began the Landlord insisted that the Landlord meet all of the Tenant's friends before they came over. The Tenant submitted that in March 2015 the Landlord attended the Tenant`s work requesting that she be able to meet the Tenant`s friends.

The Tenant asserted that sometime near the end of February beginning of March 2015, the Landlord began interfering in her privacy each time she had guests. She stated that the Landlord was seen looking in her windows and would bang on her door to see if her guests were visiting. She argued that she has received intimidating text messages regularly from the Landlord. The Tenant stated that the Landlord's behaviour was centered on the Tenant having guests over. She noted that there was no restriction in her tenancy agreement about guests.

The Tenant spoke of a specific incident which occurred on May 5, 2015 when she left her two guests inside the rental unit while the Tenant went to the grocery store. While away, her guests called her on the telephone and she heard the Landlord banging on the door, yelling that she knew they were in there, and demanding that they open the door. The Tenant stated that she also overheard the Landlord swearing, and calling her guests cowards during that phone call. When the Tenant returned home and spoke with the Landlord she said the Landlord told her that she was knocking on her door because the Landlord wanted to borrow cat food.

The Tenant submitted documentary evidence of her May 8, 2015 letter to the Landlord where she informed the Landlord of the Tenant's right to quiet enjoyment. The Tenant stated that their relationship deteriorated further, after she served the Landlord with her May 8, 2015 letter so on May 11, 2015 she filed her application for Dispute Resolution.

The Tenant argued that the Landlord's intimidating behaviour continued to increase and on May 20, 2015 the Landlord attended her place of employment to serve her a 1 Month eviction Notice, after it was already left for her at the rental unit. The Tenant asserted that the Landlord appeared at her place of employment another time and disrupted the business. Her employer has since told the Landlord not to return to their office.

The Tenant asserted that she found the Landlord's behaviour to be intimidating and prosecuting to the point where she could not physically or emotionally live there. The Tenant submitted that she could not even walk by the Landlord and her son in the driveway without them being snarky and rude. So on May 31, 2015 she told the Landlord she was moving out that day.

The Landlord testified that she had met the Tenant`s friend when the Tenant came for the interview to rent the suite. It was during that meeting that the Landlord said she offered her son to babysit the friend`s child so the two girls could go out sometime. She also met the Tenant`s parents on the day the Tenant moved in when she was simply welcoming the Tenant to the rental unit.

The Landlord argued that when she interviewed the Tenant she was told the Tenant did not have a boyfriend. Then shortly after the tenancy began she started to see a male at the rental unit so she asked to meet him if he was going to be there all the time. The Landlord argued that she had the right to know who would be at her house as she had a

minor son. In addition, the Landlord argued that they had negotiated the utilities based on only the Tenant occupying the rental unit.

The Landlord asserted that the Tenant`s boyfriend was there all the time using the shower and about 2 to 3 ½ weeks into the tenancy the Landlord said she noticed the Tenant's boyfriend sneaking around. She argued that he began parking his truck down the street so the Landlord would not see that he was there again.

The Landlord submitted that she had offered the Tenant an opportunity to amend the tenancy agreement and add her boyfriend to the contract; however, the Tenant did not want to do that. The Landlord confirmed that she had never issued a 24 hour notice of entry and she had never discussed that requirement with the Tenant.

The Landlord testified that all of her text messages related to tenancy issues. She stated that her actions were not a threat and when she attended the rental unit on May 5, 2015 she was simply trying to borrow some cat food. She knew the Tenant's boyfriend was inside the unit so she simply asked the question why he would not open the door when she knew he was in there.

The Landlord submitted that she never restricted access to the unit for the Tenant's guests and she did not set times when they could visit. The Landlord denied looking into the Tenant's window and argued that she was simply picking up items that were left by the window by her dog.

The Landlord stated that she did not have any intention on evicting the Tenant until after she was served with the Tenant's application for Dispute Resolution. She argued that she felt the Tenant was escalating things so after she discussed her situation with the Tenancy Branch and found out that she could evict the Tenant. She served the Tenant with a 1 Month Notice on May 20, 2015 and she filed her application for Dispute Resolution on June 02, 2015 after the Tenant moved out.

Submissions related to the Landlord`s Application

The Landlord testified that she is seeking $1,201.81 monetary compensation from the Tenant which consisted of:

1) $650.00 for unpaid June 2015 rent. She argued that the Tenant did not give proper notice to end her tenancy May 31, 2015 and no money was paid for June 2015;
2) $150.00 for cleaning costs as the Tenant did not fully clean the unit. The Tenant may have wiped out the fridge but she did not clean the cat hair off of the fabric wall, and did not clean the rest of the unit. She obtained an estimate for cleaning costs from a cleaning company who inspected the rental unit;
3) $128.00 based on an estimate to remove the furniture, plant and other miscellaneous items from the rental unit. The Landlord argued that the majority of the furniture had been in the suite at the start of the tenancy and the Tenant was

given permission to use the furniture if the Tenant agreed to remove it when she moved out. There was one exception and that was the Landlord had agreed to pay for half the cost to remove the television;
4) $29.90 for the unpaid municipal utilities based on 1/3 of the total costs as per the invoice submitted into evidence;
5) $81.12 for unpaid hydro costs based 1/3 off two hydro bills ($28.47 + $52.65) for the period of February 15, 2015 to May 31, 2015 as per the invoices submitted into evidence; and
6) $162.79 to repair damage to walls in the living room, bedroom, behind the fridge and in the hallway. The Landlord argued that the rental unit had been painted just prior to this tenancy.

The Landlord submitted that the work claimed above had not yet been performed as she was waiting for the outcome of this hearing. She argued that she did not advertise or attempt to re-rent the rental unit because she had decided that she was not going to be a landlord again. She later changed her testimony when she asked if she could remove the furniture because she had arranged for an international student to move in and she needed the suite cleaned out.

The Tenant responded to the items claimed by the Landlord as follows:

1) $650.00 for loss of June 2015 rent. The Tenant disputed this claim and argued that she gave the Landlord notice that she would file an application if she was not given quiet enjoyment. She argued that she had no choice but to move as the situation became worse;
2) $150.00 for cleaning costs. The Tenant disputed this claim arguing that she cleaned the rental unit by wiping down the inside of the fridge. She acknowledge that there was cat hair on the wall when she left;
3) $128.00 based on an estimate to remove the furniture, a plant, dishrack, floor lamp, and other miscellaneous items from the rental unit. The Tenant disputed the claim and argued that she did not have an agreement with the Landlord to remove the furniture that had been left in the unit by the previous tenant. She confirmed that she left a few items such as the plant, dishrack, her dresser and a vase; however, the cleaning supplies in the bathroom were given to her by the Landlord;
4) $29.90 for the unpaid municipal utilities – the Tenant did not dispute this claim and acknowledged that she was required to pay 1/3 of the total costs;
5) $81.12 for unpaid hydro – the Tenant did not dispute this claim; and
6) $162.79 to repair damage to walls in the living room, bedroom, and hallway. The Tenant disputed this claim and argued that she offered to fix the damage that was caused to the wall from the chair in the living room. The rest of the marks on the walls were all washable and did not require repairs or painting. The Tenant noted that the fridge was never pulled out at the beginning of the tenancy and neither she nor the Landlord paid close attention to little nicks or marks on the walls when completing the inspection form at the beginning of the Tenancy.

The Tenant argued that the Landlord initially dismantled the outside wall so she could remove her possessions on May 31, 2015. However, sometime midday the Landlord put the outside wall back up which prevented the Tenant from removing her dresser from the rental unit. The Tenant initially stated that she wanted to make arrangements to return and pick up her dresser. The Tenant changed her submission during September 4, 2015 hearing stating that she no longer wanted to pick up her dresser and gave the Landlord permission to remove it.

The Landlord confirmed that she put the outside “privacy” wall back up during the time the Tenant was moving out. She argued that she had to leave the property and she did not want the Tenant accessing her garage during her absence, so she put the wall back up.

The Landlord testified that the Tenant did offer to fix the damaged wall; however, the Landlord said she did not like that the Tenant said it would be an easy fix and given the breakdown of their relationship she did not trust that the Tenant would do a proper repair.

Analysis

The *Residential Tenancy Act* (the *Act)* and the Residential Tenancy Branch Policy Guidelines (Policy Guideline) stipulate provisions relating to these matters as follows:

Regarding Quiet Enjoyment and Guests:

Section 28 of the *Act* provides that a tenant is entitled to quiet enjoyment including, but not limited to, rights to reasonable privacy; freedom from unreasonable disturbance; 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]*; and use of common areas for reasonable and lawful purposes, free from significant interference.

Section 30 (1) of the Act provides that 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.

The Regulation Schedule 9 provides, in part, as follows:

> (1) The landlord must not stop the tenant from having guests under reasonable circumstances in the rental unit.
> (2) The landlord must not impose restrictions on guests and must not require or accept any extra charge for daytime visits or overnight accommodation of guests.

Policy Guideline 6 states, in part, that common law provides the covenant of quiet enjoyment which provides:

> *"promis(es) that the tenant . . .shall enjoy the possession and use of the premises in peace and without disturbance. In connection with the landlord-tenant relationship, the covenant of quiet enjoyment protects the tenant's right to freedom from serious interferences with his or her tenancy."* ***A landlord does not have a reciprocal right to quiet enjoyment***
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> [My emphasis added by bold text]

Policy Guideline 6 also states: "in determining the amount by which the value of the tenancy has been reduced, the arbitrator should take into consideration the seriousness of the situation or the degree to which the tenant has been unable to use the premises, and the length of time over which the situation has existed".

Regarding End of Tenancy

Section 44(1)(d) of the *Act* stipulates that tenancy ends on the date the tenant vacates or abandons the rental unit.

Section 45 (1) of the Act stipulates that a tenant may end a periodic tenancy by giving the landlord notice to end the tenancy effective on a date that is not earlier than one month after the date the landlord receives the notice, and is the day before the day in the month, or in the other period on which the tenancy is based, that rent is payable under the tenancy agreement.

Section 45 (3) of the *Act* provides that if a landlord has failed to comply with a material term of the tenancy agreement or, in relation to an assisted or supported living tenancy, of the service agreement, and has not corrected the situation within a reasonable period after the tenant gives written notice of the failure, the tenant may end the tenancy effective on a date that is after the date the landlord receives the notice.

Section 45(4) of the *Act* stipulates in part, that a notice to end a tenancy given under this section [*Section 45]*, must comply with section 52 *[form and content of notice to end tenancy]*.

Section 52 of the *Act* states, in part, that in order to be effective a notice to end tenancy issued by a tenant must be in writing, must be signed and dated by the tenant; give the address of the rental unit, and state the effective date of the notice.

Regarding Damages:

Section 32 of the *Act* requires a landlord to maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law, and having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

Section 37(2) of the Act provides that when a tenant vacates a rental unit the tenant must leave the rental unit reasonably clean and undamaged except for reasonable wear and tear.

Regarding Monetary Award:

Section 7 of the *Act* provides, in part, the following with respect to claims for monetary losses and for damages made herein:

> 7(1) If a landlord or tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.
> 7(2) A landlord or tenant who claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement must do whatever is reasonable to minimize the damage or loss.

Section 67 of the Residential Tenancy Act states:

> Without limiting the general authority in section 62(3) [*director's authority*], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

Regarding Filing Fee:

Section 72(1) of the Act stipulates that the director may order payment or repayment of a fee under section 59 (2) (c) *[starting proceedings]* or 79 (3) (b) *[application for review of director's decision]* by one party to a dispute resolution proceeding to another party or to the director.

Regarding Disbursement of the Security Deposit:

Section 72 (2)(b) provides that if the director orders a tenant to a dispute resolution proceeding to pay any amount to the landlord, including an amount under subsection (1), the amount may be deducted from any security deposit or pet damage deposit due to the tenant.

After careful consideration of the foregoing, documentary evidence, and on a balance of probabilities I find as follows:

Tenant's Application

The evidence was undisputed that this landlord/tenant relationship became adversarial approximately two weeks from the start of this tenancy. I accept the Landlord's submissions that she had concerns that the utility costs were based on three people

being in the house and the Tenant's guests were showering and increasing those costs. That being said, I favored the Tenant's submissions that the Landlord's reactions and behaviours breached the Tenant's right to quiet enjoyment, as provided by section 28 of the *Act.*

I favored the Tenant's submissions that the Landlord's actions of banging on the door, yelling at her guests, and the Landlord showing up at the Tenant's place of employment to be intimidating and threatening. I favored the Tenant's submissions over the Landlord's submissions because they were forthright, consistent, and credible.

I find the Landlord's explanation of why she was knocking on the Tenant's door or why she served the Tenant a second copy of the eviction notice at her work to be improbable. When I consider the evidence that the Landlord had already served the Tenant with a copy of the eviction Notice by posting it on the Tenant's door; the Landlord stating that she was trying to borrow cat food when she was allegedly yelling at the guests to open the door while she was banging on it; and the Landlord's continued text messaging about the Tenant's guests; I find that the Landlord's explanations to be improbable given the circumstances presented to me by both parties during this proceeding.

Notwithstanding the Landlord's arguments that she was concerned about the increased usage of utilities, I find the Tenant's explanation that the Landlord's efforts to try and monitor and/or control how often she had guests reached the point that the Landlord's behavior became intrusive, intimidating, and a breach of the Tenant's quiet enjoyment to be credible. I further accept the Tenant's submissions that the Landlord's breach was so extensive that the Tenant could no longer reside in the rental unit.

Based on the above, I find the Tenant submitted sufficient evidence to prove she suffered unreasonable disturbances and a breach of her rights to reasonable privacy from approximately March 1, 2015 to May 31, 2015.

In determining the value of that loss I considered that the Tenant worked outside of the home and was not restricted from using the rental unit other than to say that usage may have been during stressful circumstances caused by the Landlord's behavior or actions. I also considered that the stressful circumstances were brought to the Tenant's place of employment by the Landlord. This situation ended with the Tenant having to incur costs for moving 3.5 months after she moved in.

Therefore, in consideration of the above, I grant the Tenant's claim for monetary compensation. I award the Tenant $910.00 for the 13 weeks she suffered the loss of quiet enjoyment, based on $10.00 per day ($10.00 x 7 days/week x 13 weeks) plus $200.00 for moving costs for a total award of **$1,110.00**, pursuant to section 67 of the *Act.*

Landlord's Application

The undisputed evidence was the Tenant vacated the rental unit as of May 31, 2015. Accordingly, this tenancy ended as of May 31, 2015, pursuant to section 44(1)(d) of the *Act.*

Based on the above I have determined that the Landlord was seeking compensation for loss of rent for June 2015 and not unpaid rent for June 2015.

I accept the Landlord's submission that the Tenant breached the *Act* because the Tenant did not provide the Landlord with proper notice to end the tenancy, as required pursuant to section 45(1) or 45(3) of the Act.

That being said I find the Landlord provided insufficient evidence to prove she took reasonable steps to minimize any loss of rent caused by the Tenant's breach, as required by section 7(2) of the *Act.* I make this finding in part based on the Landlord's own submissions that she made no attempts to re-rent the rental unit for any period after the Tenant vacated the unit because the Landlord made a personal choice not to continue to be a landlord. Accordingly, I dismiss the Landlord's claim of $650.00 for loss of rent, without leave to reapply.

The Tenant did not dispute the facts that she did not clean the cat hair off of the wall; that she left some personal possessions and her dresser inside the rental unit; and damage from a chair was caused to one wall during her tenancy. Based on the foregoing, I conclude that the Tenant was in breach of sections 32 and 37 of the *Act.*

In regards to the Landlord's monetary claims for damages I accept the Landlord's submission that although the Tenant wiped out the appliances, the rest of the rental unit was left requiring cleaning. I further accept that the estimate cost of that cleaning would be $150.00. Accordingly, I grant the Landlord's claim for cleaning in the amount of **$150.00.**

In the case of verbal testimony when one party submits their version of events, in support of their claim, and the other party disputes that version, it is incumbent on the party making the claim to provide sufficient evidence to corroborate their version of events. In the absence of any evidence to support their version of events or to doubt the credibility of the parties, the party making the claim would fail to meet this burden.

The undisputed evidence was the previous tenant left several pieces of furniture and a large television inside the rental unit. I accept the Tenant's submission that the Landlord left that furniture and television inside the rental unit for the Tenant's use. However, in absence of documentary evidence to prove the contrary, and in the presence of the Tenant's disputed verbal testimony, I find there was insufficient evidence to prove the Landlord's submission that the Tenant's usage of those furniture items, as well as the cleaning products supplied by the Landlord, was conditional on the Tenant removing the items upon her vacating the rental unit.

Based on the foregoing, I find the Landlord submitted insufficient evidence to prove the Tenant is responsible for the full $128.00 estimated cost to remove all the furniture and items left in the rental unit at the end of this tenancy. However, I do conclude that the Tenant is required to pay for the removal of her dresser and the other small articles which were left behind (vase, dishrack, garbage can). I have determined the value of the removal of those times to be **$50.00** which is comprised of $30.00 labour plus $20.00 disposal fee**,** pursuant to section 67 of the *Act.*

The Tenant did not dispute the Landlord's claims for unpaid municipal utilities and hydro costs. Accordingly, I grant the Landlord's application for unpaid utilities in the amount of **$110.12** ($29.90 + $81.12).

After consideration of the oral submissions from both parties regarding the condition that the walls were in at move in and move out, I accept the Tenant's submissions that neither party paid close attention to little nicks or marks on the walls and the Landlord did not pull the fridge away from the wall to inspect behind it, during the move in inspection. That being said, I accept the Landlord's submissions that there was some damage caused to the wall in the living room and marks left on the walls in the bedroom at the end of the tenancy. Notwithstanding the Tenant's submission that she offered to fix the hole in the wall, I grant the Landlord's application for wall repairs in the amount of **$40.00**, which is comprised of $25.00 for labor plus $15.00 for materials, pursuant to section 67 of the *Act*. The balance of this claim is dismissed, without leave to reapply.

The Landlord was partially successful with her application; therefore, I award the Landlord recovery of her filing fee in the amount of **$50.00**, pursuant to section 72(1) of the *Act.*

Monetary Order – I conclude that the Landlord's claim meets the criteria under section 72(2)(b) of the *Act* to be offset against the Tenant's security deposit and the Tenant's award as follows:

Landlord's Claim ($150.00 + $50.00 + $110.12 + $40.00)	$ 350.12
Landlord's Filing Fee	50.00
SUBTOTAL Landlord's Award	$ 400.12
LESS: Security Deposit $325.00 + Interest 0.00	- 325.00
Balance due to the Landlord	**$ 75.12**

Offset Awards

Amount due the Tenant	$1,110.00
Less balance due to the Landlord from above	$ -75.12
Offset amount due to the Tenant	**$1,034.88**

Conclusion

The Landlord was partially successful with her application and was granted monetary compensation in the amount of $400.12. The award was offset against the Tenant's $325.00 security deposit leaving a balance due to the Landlord in the amount of $75.12.

The Tenant was primarily successful with her application and was granted monetary compensation in the amount of $1,110.00.

The Tenant`s award was offset against the remaining $75.12 amount due to the Landlord, leaving an amount payable to the Tenant in the amount of $1,034.88.

The Tenant has been issued a Monetary Order for **$1,034.88**. This Order is legally binding and must be served upon the Landlord. In the event that the Landlord does not comply with this Order it may be filed with Small Claims Court 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: September 10, 2015

Residential Tenancy Branch