



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, RP, LAT, RR, FF

Introduction

This hearing was convened by way of conference call in response to the tenant's application for a Monetary Order for the cost of emergency repairs; for a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement; for an Order for the landlord to make repairs to the unit, site or property; for an Order to authorize the tenant to change the locks of the rental unit; for an Order allowing the tenant to reduce rent for repairs, services or facilities agreed upon but not provided; and to recover the filing fee from the landlord for the cost of this application. The hearing was adjourned as more time was required to hear evidence. The hearing was reconvened on this date.

At the outset of the hearing the tenant withdrew his claim for a Monetary Order for the cost of emergency repairs as no emergency repairs have been completed by the tenant.

The tenant and landlord attended the conference call hearing, gave sworn testimony and were given the opportunity to cross examine each other and witnesses on their evidence. The landlord and tenant provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing. I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary Issues

The landlord testified that she did not receive the tenant's photographic evidence. The tenant testified that this evidence was sent to the landlord with the other documentary evidence by registered mail. The landlord testified that she received the other documents but no photographs were included. The tenant called his witness SG who gave sworn testimony that she witnessed the tenant put all the evidence including the photographs in the envelope to send to the landlord and went to the post office with the tenant to send this package by registered mail. In light of the testimony before me I find the tenant's evidence was complete and sent to the landlord. Therefore, I have allowed all of the tenant's evidence submitted for this hearing.

The landlord testified that the tenant's witnesses are hostile witnesses as the witness SG is the tenant's girlfriend and a neighbor of the landlords who the landlord has a bad relationship with and the other witness for the tenant is the landlord's ex-boyfriend MW. This has been duly noted and the witnesses gave testimony under oath.

Issues to be Decided

- Is the tenant entitled to a Monetary Order for money owed or compensation for damage or loss?
- Is the tenant entitled to an Order for the landlord to make repairs to the unit, site or property?
- Is the tenant entitled authorized to change the locks to the rental unit?
- Is the tenant entitled to reduce rent for repairs, services or facilities agreed upon but not provided?

Background and Evidence

The parties agreed that this month to month tenancy started on October 01, 2012. The tenant testified that this was a verbal agreement between the parties; the landlord testified that she had put a tenancy agreement in place however the tenant failed to sign this agreement or return it to the landlord along with the move in condition inspection report. Rent for this unit was \$900.00 per month plus utilities. The tenant paid a security deposit of \$450.00 at the start of the tenancy. The tenant disputed this.

The tenant testified that when he moved into the unit in 2012 there was some damage caused by previous tenants, The tenant testified that as he was working away from home at that time he was not to concerned about the damage as the landlord had said she would look after the tenant's cats while he was away and would do the repairs in time. During the first year the tenant was only home for a few weeks as he maintained another residence close to where he worked. After that first year the tenant came back to live full time. The tenant testified that the landlord had explained to the tenant that the unit suffered from some wear and tear as she had had previous tenants coming and going. The tenant testified that he paid the landlord to do cleaning for him in the unit at that time.

The tenant testified that over the course of the tenancy the landlord has not made any repairs in or outside the unit. The tenant seeks to recover compensation for the repairs not completed by the landlord to an amount of \$4,050.00 which consists of half a month's rent back since January, 2015. The tenant lists the following repairs required:

- The landlord had done some excavation work outside which caused some flooding in the entrance to the unit. A large puddle would form outside the door and water would come into the unit causing damage to the laminate floor in this area.

- The hardwood floor in the kitchen has been damaged due to plumbing issues which have not been repaired by the landlord.
- The outside lighting has only worked intermittently; the landlord had a handyman, who was the landlord's boyfriend at the time, work on this light and refused to bring in an electrician to find the problem. This is the tenant's only source of light to approach his unit and the light has now been removed which makes it hazardous in the dark.
- The light in the hallway at the entrance does not work, the handyman also looked at this and this has also been removed instead of repaired.
- The concrete pavers need to be made safe. Some of these have been removed which requires the tenant and his guests to walk to his door across muddy ground, some pavers are also uneven, they have sunk unevenly as the contractors that did the excavation work did not lay them back correctly. A sewer outlet is also sticking out of the ground. The pavers and sewage outlet now cause a tripping hazard particularly as there is no light working in the area.
- The blinds in the unit were damaged prior to the start of the tenancy. The tenant witness MW had informed the tenant that people can see right into his unit through the damaged blinds. The tenant has put shopping bags in the blinds for privacy. The landlord offered to fix the blinds last spring and is now accusing the tenant of the damage.
- The bathroom shower glide has been broken for some time. This makes the glass shower door swing and it is unsafe. The landlord had informed the tenant she was going to do a bathroom refit but this never occurred.
- The landlord's handyman and ex boyfriend MW who is the tenant's witness installed weather stripping on the entrance door but this was not done correctly and there is a quarter inch gap which lets in the cold. The door lock does not fit properly and the landlord needs to get a carpenter to do these repairs and not use cheap labour from unqualified people.
- The dishwasher broke down and the landlord replaced it with an older used model. This one does not work properly; it does not clean the dishes and leaves

food particles on the dishes. Dishwashers only generally last a few years and then need to be replaced.

- The clock on the stove does not work. When the tenant asked the landlord to have this repaired the landlord gave the tenant a timer to use. As the tenant does a lot of cooking he needs the clock to work on the stove.
- The window in the tenant's porch was broken. The tenant disputed that this was broken by him or his guests and the landlord has not repaired the glass just boarded it up and said the tenant had had bad company over who broke the glass.
- Six window screens have come off because the landlord refuses to replace the clips which have eroded.

The tenant testified that he wrote to the landlord in May, 2015 asking her to make good all the repairs listed while the tenant was working away. The landlord did not make the repairs and instead tried to evict the tenant by serving the tenant with a Notice to End Tenancy. three hearings have been held one on May 14, 2015 one in July, 2015 and one on October 05, 2015. The file numbers are recorded on the front page of this decision.

The tenant seeks an Order for the landlord to make all the above mentioned repairs.

The landlord and tenant agreed to clean the carpets in the unit the tenant paid the landlord half the cost of the cleaning of \$75.00; however, the landlord only used a home cleaner and the staining came back through. The tenant paid the landlord another \$75.00 to have the carpets cleaned and the landlord again used a home carpet cleaner and did not have them done professional as agreed and as the tenant paid for. The landlord said she had cleaned them professionally but would not produce the receipt. The tenant seeks to recover the \$150.00 paid for carpet cleaning as part of the amount claimed above for repairs.

The tenant testified that in April, 2015 the landlord called the police and gave false information about the tenant trying to harm the landlord or her children. The police came and broke down the inner door to speak to the tenant. The police did not arrest the tenant and the landlord has not had the door lock repaired since that time. The tenant has placed a piece of wood to secure the door. The tenant seeks an Order authorizing the tenant to change the locks to prevent the landlord accessing the tenant's unit. The tenant testified that the landlord enters the unit whenever she wants to, along with her son. They have been in and turned off the tenant's air conditioning units; used the laundry facilities located in the tenants unit without permission; and things have gone missing from the tenant's unit such as a bottle of alcohol. On one occasion the police arrived at the unit and caught the landlord in the unit.

The tenant seeks an Order to reduce rent until such a time as the repairs are done satisfactorily. The tenant also seeks to recover the filing fee of \$50.00.

The tenant called his witness MW. The witness testified that the plumbing was not professional installed and the landlord asked MW to fix it. MW testified that he is not a plumber and the floor in the kitchen was flooded. The landlord also asked MW to fix the door but it needed to be professional repaired. MW testified that the blinds were already broken when he moved into the upper unit with the landlord. The landlord also asked MW to fix the outside light but he was unable to do so as he is not an electrician. MW testified that the pavers stick up because the ground has sunk this is a trip hazard. The water has pooled outside the door and leaks into the tenant's entrance. The landlord got the dishwasher on castanet for \$50.00 and it was installed by a friend but does not clean the dishes properly and leaves food on the dishes.

The landlord cross examined MW and asked if MW said when he lived in the upper house there was damage to the blinds and did the tenant cut them and let his cats damage them. MW responded that no the tenant didn't cut them, the blinds were already damaged like that when he moved in. The landlord asked the witness if the dishwasher was purchased from someone at the church and was it a newer

dishwasher, in working order and did the landlord have it installed; does the tenant have to rinse dishes off before he puts them in the dishwasher. MW responded yes the landlord could have purchased it from the church. The landlord asked MW while he was living there did he witness that there was no damage when the tenant moved in. MW responded that he moved into the landlord's home a year after the tenant did.

The landlord disputed the tenant's claims. The landlord testified that at the start of the tenancy there were no repairs required in the home and the home was in a perfect condition. The tenant refused to sign the move in condition inspection report or the tenancy agreement and told the landlord that without these things signed, good luck in trying to evict the tenant.

The landlord testified that last year she had to do some excavation work on the property and disputed that any water pooled outside the door that could seep into the unit causing damage to the linoleum. This damage is about one foot by two foot square and is caused by the tenant not taking off his work boots. There is a drain in the concrete outside the door that would catch any pooling water and the landlord used a sump pump to get rid of water after the excavation work.

The landlord testified that the hardwood floor in the kitchen has been damaged due to the tenant overflowing the water in his kitchen sink and not mopping up water spilt on the floor. The landlord testified that she used to clean for the tenant but this stopped about a year and a half ago. The tenant has not maintained the suite or cleaned properly since the landlord stopped cleaning for him.

The landlord testified that the outside lighting was repaired a couple of times but the tenant has cut the wires going to the light and as the tenant was aggressive and has changed the locks to his unit the landlord has been unable to get into the unit to look at the wiring for the light. The landlord denies that MW ever repaired the light. The landlord testified that MW told the landlord that the tenant had informed MW that if he would not be the tenant's witness, the tenant would beat MW up.

The landlord testified that the pavers are all level and are not a trip hazard. The area leading to the tenant's door is all crush and is not a trip hazard. When the contractors put in the sewage pipe it is level and not a trip hazard.

The landlord testified that the blinds were in good shape at the start of the tenancy. The tenant has two cats that constantly push the blinds out and the tenant must have cut a portion of the blinds away as they were not like this at the start of the tenancy. The landlord testified that she never offered to replace the blinds because they were damaged by the tenant.

The landlord testified that she is unaware of a broken shower door. The tenant does not do general upkeep of the suite and has not cleaned the shower door in three years. The door was in a good condition at the start of the tenancy and if the glide is broken it has happened due to the tenant's neglect in cleaning or his rough use of the door.

The landlord testified that the weather stripping was in good condition at the start of tenancy. The tenant has neglected to upkeep the unit. The weather stripping was replaced once by MW as the tenant refused to pay rent until the landlord replaced it.

The dishwasher was in good working order and it was put in by a plumber. If there are food particles on the tenant's dishes it is because he does not rinse them before he puts them in the dishwasher. The landlord testified that she has seen the dishes left until they get crusty and moldy before the tenant puts them in the dishwasher.

The landlord testified that the clock on the stove worked when the tenant moved in. the landlord later agreed this was her responsibility to repair.

The landlord testified that they both agreed to pay half each to have the carpets cleaned and for the rental of a carpet cleaner. This work was done by the landlord and the tenant paid \$75.00. The second time the carpets were cleaned, professional carpet

cleaners were used and the tenant paid \$75.00 for his half share of this. The tenant has cats which are often left in the unit for a week alone and if there are more stains on the tenant's carpets they are caused by his cats and the generally neglect of the upkeep of his unit. The landlord testified she did provide the carpet cleaner's receipt and posted this to the tenant's door.

The landlord testified that she had to call the police in April as the tenant was drunk and swearing and throwing metal pipes at the landlord's door. The tenant came at the landlord with a pipe and so the landlord called the police. When the police arrived the tenant would not answer his door so the police asked to get into his unit through the connecting door. As the tenant did not open the door to the police and said for them to wait a minute, the police kicked the door down. The landlord testified that as the only people who witnessed this attack were the landlord's young children the police would not press charges against the tenant without an adult witness. The tenant then changed his locks and the landlord no longer has access to his unit if there was an emergency.

The landlord testified that she has never entered the tenant's unit without permission and has not been caught in his unit by the police. They had an arrangement for shared laundry which was located in the tenant's unit. The tenant refused to allow the landlord to use the laundry facilities at first but then agreed the landlord could use them. The landlord was in the laundry room and texted the tenant to inform him she was doing laundry when the tenant called the police. When the police arrived they advised the landlord to remove the laundry facilities from the tenant's unit but as the tenant threatened to withhold his rent if the landlord did this the landlord decided to just use a laundromat instead.

The landlord testified that she believes the window was broken by the tenant's bad company. The tenant drinks every day and has guests over that also drink heavily and use drugs. Some of the tenant's workers have also been to the unit saying the tenant has not paid them and anyone of them could have broken the window.

The landlord testified that the tenant's cats have pushed the window screens out. The tenant also removed two of the screens to put in air conditioner units. The tenant has these air conditioners going 24/7; however, the landlord testified she has not entered the tenant's unit to turn them off.

The landlord testified the only repairs she is responsible for are the stove clock and oven light which are not working. The landlord is uncomfortable entering the unit due to the tenant's aggressive behavior to make the repairs. On one occasion the tenant came into the back yard swinging a shovel at the landlord's children and dog, neighbors intervened and asked him what he was doing. The police have been called many times and the tenant was served with a One Month Notice to End Tenancy for cause that hearing was held on October 05, 2015 and the tenant was successful in overturning the Notice.

The landlord called her witness JE. JE testified that he has known the landlord for 25 years as he lives in a common law relationship with the landlord's mother. JE testified that at the start of tenancy he had gone through the unit with the landlord and everything was in order and nothing needed to be fixed.

The tenant declined to cross examine his witness and testified that he does not know the witness.

The tenant testified that the landlord stated that he did not keep his unit clean, yet the landlord had the tenant's cleaner who he paid to clean his unit, after the landlord stopped doing the work, take unauthorized photographs of the tenant's unit when he was out of town. The landlord agreed the tenant had a cleaner and now she is contradicting her testimony saying the unit was being destroyed. The tenant testified that the landlord is continually fabricating her story in an attempt to evict the tenant.

The tenant cross examined the landlord and asked how many time has she had to deal with the RCMP after being in the tenant's unit illegally. The landlord responded only

once after the tenant said the landlord could go in and use the laundry facilities and then changed his mind and called the RCMP. The tenant asked if he paid the landlord to clean his unit while he was out of town and did the landlord run a maid service. The landlord responded yes the tenant did and she does do some cleaning work. The tenant asked the landlord if he had paid her for his share for professional carpet cleaning. The landlord responded yes they had shared the cost. The tenant asks the landlord where the receipts for this work are. The landlord responded it was left on the tenant's door.

The landlord cross examined the tenant and asked if they had had a previous agreement that the landlord would do repairs at the start of the tenancy. The tenant responded yes they had but as the tenant was out of town he let it lapse.

The tenant's witness MW was recalled and testified that the laundry facility were always a shared facility and they just had to get the tenant's permission to use them as they were in his unit. At first this arrangement worked fine but later it broke down.

The landlord cross examined the witness DW and asked if the tenant would agree to them doing laundry and then later change his mind and did the RCMP remove the landlord. The witness responded that he did not see this. The landlord asked DW if he had told the landlord that the tenant would beat him up if he was not the tenant's witness. DW responded no, he did not say that to the landlord. The landlord asked DW if he was living in her unit after she hired a professional carpet cleaner. DW responded that he never saw a professional carpet cleaner cleaning the tenant's carpets.

The tenant asked DW if he saw the landlord clean the carpets. DW responded that he had personally cleaned them twice with. The tenant asked DW if the landlord had the carpets professionally cleaned. DW responded no, the tenant paid half the cost and DW rented a carpet cleaning machine and did the carpets twice.

The landlord testified that emergency flood repairs were done and the main water pipe was replaced. The restoration company did the work to repair the water damage in the tenant's unit.

The tenant testified that the restoration company put in fans to dry the carpet and then put this back down. The hardwood flooring and linoleum was not repaired or replaced. T

The landlord argued that the linoleum the tenant is referring to is in the kitchen and the flood water did not reach there. The landlord later revised this statement and testified that the kitchen had hardwood flooring.

Analysis

The parties have an acrimonious relationship that has been ongoing for some time resulting in a number of previous hearings. The parties were directed to be respectful during the hearing due to their difficult relationship and this was mostly observed by the parties.

I have considered the parties evidence concerning repairs to the rental unit and outside area. I have applied a test used for damage or loss claims to determine if the claimant has met the burden of proof in this matter:

- Proof that the damage or loss exists;
- Proof that this damage or loss happened solely because of the actions or neglect of the respondent in violation of the *Act* or agreement;
- Verification of the actual amount required to compensate for the claimed loss or to rectify the damage;
- Proof that the claimant followed S. 7(2) of the *Act* by taking steps to mitigate or minimize the loss or damage.

In this instance the burden of proof is on the claimant to prove the existence of the damage or loss and that it stemmed directly from a violation of the agreement or contravention of the *Act* on the part of the respondent. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage. Finally it must be proven that the claimant did everything possible to address the situation and to mitigate the damage or losses that were incurred.

With this test in mind I find the excavation work done on the side of the unit leading to the tenant's door has not been finished properly to allow the tenant or his guests easy or safe access to the door of the rental unit and in wet periods it is likely that this results in water puddleing outside the door and seeping into the unit. I also find the pavers and sewer outlet are not set in the ground securely which could be hazardous to the tenant. This outside area must be made clean and safe by the landlord to comply with s. 32 of the *Act*.

The tenant has described plumbing issues in the unit which has caused some damage to the hardwood floor in the kitchen. I am satisfied that there is some damage to the hardwood floor but have insufficient evidence as to the cause of this. The parties' evidence is contradictory and when both parties provide an equally probable explanation then the claimant has not met the burden of proof. I find the landlord's evidence unsubstantiated and is merely an assumption as to the cause of damage to the floor as the landlord would not have knowledge that the tenant lets his sink overflow onto the floor. I Order the landlord to have a qualified plumber inspect the plumbing in the kitchen and determine that it is functioning correctly if it is not then the landlord must repair any plumbing issues.

I find the outside and the hallway lights are not working correctly or have been removed by the landlord or an agent for the landlord. The landlord has insufficient evidence to show that the tenant cut the wires to these lights and consequently, these lights must be repaired or replaced by the landlord using a qualified electrician.

I am not satisfied that the landlord is responsible for replacing the blinds. The landlord's witness testified that the unit was in a good condition at the start of the tenancy and if the blinds had been in this condition I think both parties and the witness would have noticed this damage. While I accept there is insufficient evidence to show the landlord completed a move in condition inspection of the property at the start of the tenancy there is also insufficient evidence from the tenant to show that the blinds were previously damaged to this extent or that the landlord had previously offered to replace them. The tenant's witness was not living in the landlord's unit at the start of the tenancy and could not have seen the blinds until he did move into the landlord's unit a year later. The tenant has not met the burden of proof in this matter and I am not prepared to Order the landlord to replace the blinds.

I find there the shower door glide requires repair or replacement; the tenant testified that the door is unsafe. Having reviewed the photographic evidence it appears that the door is older and if through normal wear and tear this has become damaged then it is the landlord's responsibility to repair or replace it. The landlord would have to show that this door was damaged through the tenant's actions or neglect or rough handling of the door. The landlord testified that the tenant has not cleaned the door for three years yet the landlord agreed that she did the cleaning for the tenant up to 18 months ago and that another cleaner was then engaged to clean the unit by the tenant. I would assume therefore that part of this cleaning was off the shower door. Consequently the landlord and has failed to show the shower door was damaged by the tenant's actions or neglect. I Order the landlord to repair or replace the shower glide or door as required.

I find the weather stripping on the entrance door to the unit may not have been installed correctly. While this work may not require a qualified person to install it I do Order the landlord to ensure the weather stripping is fitted correctly and replace it if required. I further find that door lock does not fit correctly and this must be repaired or replaced. I Order the landlord to ensure the weather stripping and door lock are inspected and repaired or replaced as required to ensure the unit is insulated and secure.

I find the landlord did replace the original dishwasher. The landlord is not required to replace it with a new model but must ensure the one used is working correctly. If the tenant is leaving dishes with food on them to crust or does not rinse dishes before putting them in the dishwasher then this could result in food particles being left on the dishes. Both parties evidence is equally probable regarding the dishwasher, I therefore Order the landlord to inspect the dishwasher with the tenant or by using a third party to determine if it is washing dishes correctly. The tenant must also play a part in this process by ensuring dishes are rinsed before putting them in the dishwasher and ensuring the filters are cleaned regularly.

I find the landlord agreed the clock on the stove is not working and that she will replace this as soon as she can gain access to the tenant's unit. I Order the landlord to ensure this item is replaced.

With regard to the window in the tenant's porch; there is insufficient evidence to show how the window was broken. The landlord testified that the tenant or his guests could have broken the window and the tenant disputed this. As there is insufficient evidence to show the tenant or his guests are responsible for this window then I Order the landlord to ensure the glass is replaced.

With regard to the window screens; if the screens have come off because the clips have eroded then this is the landlord's responsibility to ensure new clips are installed to hold the window screens in place. The landlord has insufficient evidence to show the tenant has damaged the clips to the screens; I therefore Order the landlord to ensure this work is completed.

As I have ordered the landlord to make repairs to the unit and outside area, these repairs and or inspections must be made by the end of November, 2015. If the weather prevents the work on the outside area being completed by the end of November, 2015, then this work must be completed by the spring of 2016. The landlord would be required to provide evidence to the tenant that she has attempted to complete the work by the

end of November and that a qualified contractor recommends that the work needs to wait until the spring. The tenant must allow the landlord, a third party acting for the landlord and any contractors access to his unit to make repairs or do inspections for repairs. The landlord must provide the tenant with 24 hours written notice before any entry into the unit.

With regard to the tenant's claim that he paid \$150.00 to the landlord for a half share for professional carpet cleaning; I am not satisfied that the landlord did have the carpets professionally cleaned. The landlord testified that she put the carpet cleaning invoice on the tenant's door; however, there is no evidence of this. Had the landlord completed this work the landlord could have obtained evidence to show the tenant's carpets were professionally cleaned from the cleaning company or kept a copy of the invoice. I find the landlord's testimony lacks credibility in this matter and I therefore Order the landlord to return the amount of **\$150.00** to the tenant.

With regard to the reminder of the tenant's claim for compensation because the landlord did not make repairs as shown above; the tenant seeks the amount of \$4,050.00 of this \$150.00 is for the carpet cleaning as noted above. The tenant seeks to recover half a month's rent back since January, 2015 but testified that he did not put the repairs required in writing to the landlord until May, 2015. As I have determined that there are some repairs required I am not prepared to reduce the tenants rent by half from January, 2015 as the tenant only notified the landlord in writing in May, 2015. Furthermore, I find the amount claimed to be extreme. Consequently, I have limited the tenant's claim to \$100.00 per month from May to October to an amount of **\$600.00**.

I Order the tenant to reduce his rent by **\$100.00** per month until the repairs are completed at the end of November, 2015. If the bulk of the repairs are completed at this time but the outside work cannot be completed due to adverse weather conditions; the tenant may continue to pay a reduced rent of \$50.00 per month until the outside area is completed in the spring.

With regard to the tenant's application to change the locks to the rental unit; the tenant has already changed the lock or boarded up the interior door to the unit. I am satisfied that the landlord or another family member has continually accessed the tenant's unit without permission or proper Notice and in contravention of s. 29 of the *Act*. I accept that the parties did have an arraignment that the laundry facilities located in the tenant's unit would be shared and that the landlord could enter to do laundry after seeking permission from the tenant. This is not an ideal situation and is fraught with problems as to what the landlord should do if she cannot contact the tenant and needs to do laundry. I do; however, Order the landlord to comply with s. 29 of the *Act* with regard to entry to the rental unit. Consequently, it is my decision that the tenant is entitled to restrict the landlord's access to the rental unit by changing the locks pursuant to s. 31(3) of the *Act* as this may be the only way to deter the landlord or another family member from entering the tenant's unit. This is not a step I take lightly in consideration of the landlord's right to enter for emergencies. The tenant must allow the landlord access without proper notice if an emergency arises to protect life or property. The locks must be changed at the tenant's expense and the landlord will have to make alternative arrangements for laundry. If the tenancy ends the tenant must either replace the landlord's locks on all doors or provide keys to any locks the tenant fits.

As the tenants' claim has merit I find the tenant is entitled to recover the filing fee of **\$50.00** from the landlord pursuant to s. 72(1) of the *Act*.

Conclusion

I hereby issue a Monetary Order in the tenant's favor pursuant to s. 67 and 72(1) of the *Act* in the amount of \$800.00 under the following terms:

Item	Amount
Carpet cleaning	\$150.00
Compensation for repairs	\$600.00
Recover Filing Fee	\$50.00

Total Monetary Order	\$800.00
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The tenant is provided with this Order in the above terms and the landlord must be served with this Order as soon as possible. Should the landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

I Order the landlord to make the repairs noted above by the end of November or provide proof to the tenant from a contractor that the outside area cannot be completed until the spring.

I Order the tenant to reduce rent by \$100.00 per month until repairs are completed and \$50.00 thereafter until all repairs are completed if the outside area requires an extension of time until the spring.

I Order the tenant to change the locks to the rental unit.

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: October 29, 2015

Residential Tenancy Branch

