Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF, O

Introduction

This hearing was convened by way of conference call in response to the tenant's application for a Monetary Order to recover the security deposit; for a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act*), regulations or tenancy agreement; other issues; and to recover the filing fee from the landlord for the cost of this application.

The tenant, the landlord and the landlord's agent attended the conference call hearing, gave sworn testimony and were given the opportunity to cross examine each other 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; however, the tenant did not provide all the documentary evidence to the landlord's agent named on this application. There was a significant amount of confusion around the dates the tenant or his agent filed the original application; however, I have determined that as the landlord agreed she was served the tenant's application and Notice of hearing that the landlord has been served for the purpose of this *Act*. The parties confirmed receipt of evidence. 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.

Issue(s) to be Decided

- Is the tenant entitled to recover the security deposit?
- Is the tenant entitled to a Monetary Order for money owed or compensation for damage or loss?

Background and Evidence

The parties agreed that this tenancy started on September 09, 2014 for a fixed term which expired on June 14, 2015. Rent for this unit was calculated on a daily basis for the term of the tenancy at $28.00 per night. This was to be paid as $644.00 for September, 2014; $850.00 for October, 2014 to May, 2015 and $392.00 for June, 2015. Hydro was to be paid as a 50/50 split between this tenant and the upper tenant. The tenant paid a security deposit of $850.00. The parties agreed this was a residential tenancy agreement and not a vacation rental. The tenant has provided bank slips showing rent paid.

The tenant testified that he provided a forwarding address in writing on November 02, 2015 by registered mail. After much deliberation the landlord confirmed she received a letter from the tenant on November 03, 2015 although disputed that it was clear that this was the tenant's forwarding address as it differs to the address on the tenant's application and was not made clear in the letter that this was the tenant's forwarding address.

The tenant seeks to recover double the security deposit as the landlord did not return it within 15 days of receiving the tenant's forwarding address in writing. The tenant testified that the landlord had sent evidence to the tenant at this address and therefore should have known this was the tenant's place of residence.

The landlord argued that after receiving the tenant's application and some evidence she went to the post office to see if they had a forwarding address for the tenant. The lady at the Post Office informed the landlord that they had asked the tenant for a return address and the tenant declined to provide one. The post mistress told the landlord she asked the person who brought in more registered mail to be sent to the tenant for a return address and that person provided one. The landlord used that address but did not know whether or not this was the tenant's forwarding address.

The tenant testified that he was due to take residency of the rental unit on September 08, 2014; the tenant drove from Alberta with his dog and some belongings and as he was driving off the ferry he received a phone call from the landlord who informed the tenant that the unit was not ready and it was not possible for the tenant to move in that day. The tenant testified that the landlord said she had commitments with other guests. The tenant testified that he had paid in advance for the rental unit starting on September 08, 2014. The tenant had to find alternative accommodation as he was now too tired to drive to the rental unit and exhausted from his driving for a week to get there. The tenant testified that he had to stay in a motel from September 08 to September 10, 2014. These two nights cost $327.70 and the tenant seeks to recover this cost from the landlord. The tenant has provided the motel invoices and credit card receipts for this stay.

The tenant testified that that after he moved into the unit the landlord notified him that he could not stay in the unit from September 18 to 21, 2014 and the tenant believes it was because the landlord was having work done on the unit or the building. The tenant moved back into the same motel again and seeks to recover the costs incurred of $118.95 and $107.35. The tenant has provided the motel invoices and credit card receipts for this stay.

The tenant testified that he has other motel invoices; however, upon scrutiny of these they appear to be duplicates of the previous invoices and receipts. The tenant was unable to determine what these were for.

The tenant seeks to recover the costs incurred to send registered mail to the landlord of $9.45 and $11.55.

The tenant testified that he suffered abuse, pain and suffering and a loss of quiet enjoyment of his rental unit. The tenant testified that there was verbal abuse and misunderstanding. The tenant testified that on occasion he had to go and stay elsewhere due to excessive noise from workers, the furnace and the tenant upstairs. The tenant referred to his medical condition and states this was impacted by a lack of sleep.

The tenant testified that he suffered because of jackhammering that occurred outside the unit that went on for days; a concrete pad was ripped up with jack hammers and this went on from September 10 to September 13, 2014. The noise was so extreme the tenant could not work in the unit. Men also came and applied cedar shingles and men working on the upper unit. There was disruption from children playing outside the unit on three wheelers often early on a Sunday Morning. The tenant caused a lot of disturbances with loud noise from her unit. There was also ongoing noise from the furnace which was located in the tenant's bedroom in a closet by the tenant's bed.

The tenant testified that there was a time when the landlord's son wanted to come into the tenant's unit and put insulation in the roof. The tenant asked them for a time and was told they would start at 11.00 a.m. but they did not arrive until 4.00 p.m. This work also disturbed the tenant. There were occasions when the tenant had to cancel appointments because of the noise or people not arriving when they said they would. Roofers came on September 16 to do work and a plumber came on September 30, 2014. The tenant testified that it appeared that every time he paid rent the landlord would do work on the cabin.

The tenant testified that he had spoken to the upper tenant about noise and she was very good about it. The landlord had informed the tenant that the upper tenant was not sure how to regulate the furnace to prevent it coming on in the night.

The tenant testified that he had notified the landlord in writing about his issues with the noise and the landlord did nothing about his concerns. On one occasion the landlord came and heard the noise from the furnace and said she had been thinking about moving it. The tenant testified that other bed and breakfast guests would not have complained as they stayed in the unit in the summer and the furnace would not be on during those months. The tenant testified that the landlord went away for an extended period in the winter and the tenant had to try and communicate with the landlord's son about being constantly disturbed, but he was not forthcoming and the tenant did not hear back from him. The tenant testified that he believes a plumber did come and look at the furnace and he believes he was told that the furnace had to be left on all the time. The tenant wishes he had been told this before taking on the tenancy.

The tenant testified that there were appliances left outside the cabin and these were running off the cabin's hydro meter. As there is only one meter for the two units in the cabin this is unfair to the tenant and he would not have agreed to a 50 percent share of hydro had he known the landlord's workers were using hydro and these outdoor appliance and a mobile home was running of the same meter. The tenant testified that the upper unit also shared the meter but had freezers and an electric heater along with the mobile home. The tenant testified that this also caused undue stress and he has not paid all the hydro bills due to this. The tenant seeks compensation in non-pecuniary damages as the landlord has not clearly established what portion of the hydro bills are the tenants.

The tenant testified that the landlord's side has inferred that the tenant had mental issues after he had an accident and was on Morphine. The tenant reiterated that he could not sleep due to unannounced workers coming to do work on the building and on occasion he was picked up by friends and taken to their homes to sleep. In the winter there was a storm and the tenant could not get on or off the driveway due to trees, branches and debris. The tenant suffered a mild heart attack when he attempted to clear the driveway and had to be taken to stay with friends. The landlord testified that he called the landlord's son and asked him for help in clearly the driveway and was

brushed off. The landlord's son said "shit happens" The tenant thought this was unruly and so he pulled back and didn't want to communicate with the landlord's son.

The landlord tetsfied when the tenant stayed with the landlord previously as a bed and breakfast guest he stayed in a noisy room then. It was the tenant who asked to stay longer but at that time the landlord was booked so the tenant came back later. The tenant was shown both of the units and he chooses the lower unit as it was better for his medical condition and because he had a dog. At that time the tenant was shown that the furnace was in the bedroom closet.

The landlord testified that the tenant had asked if he could check in on September 01, 2014 but was told the landlord had the unit booked until September 08 or 09, 2014. The unit was ready on September 09 after extra cleaning was completed and the tenant could have moved in on that date. The tenant was also told when he booked the unit that the landlord had the lower unit booked for wedding party guests for September 18, 19 and 20, 2014. The tenants still choose to move into the lower unit and it was his own suggestion that he would move out during that three day period. If the tenant had not agreed to move out he would not have been able to take possession of the unit until after September 20, 2014. The landlord testified that the tenant was never charged rent for any of these dates and only paid for the days he lived in the unit.

The landlord testified that the tenant also stayed in an expensive motel where as he could have stayed in another room in the landlord's bed and breakfast for $35.00 a night. The tenant told the landlord he was too tired to drive any further on September 08 so the landlord did not suggest it to the tenant. The landlord therefore disputed the tenant's claim to recover motel costs.

The landlord testified that with regard to the tenant's claim concerning noise issues from a jack hammer. The landlord had a cement pad poured but it was faulty and had to be jackhammered out. This work had been prearranged and only took one day for the jack hammer to remove the slap. The next day new cement was poured and the day after

that the forms were removed. The reminder of the work was not noisy and could not have disturbed the tenant. The jack hammer also ran on gas and not hydro from the tenant's meter.

The cedar shingles were put up after the tenant asked for a laundry room and was told one would be built for both units to share. Cedar shingles were put on one wall which took one day at that time. The tenant was not home that day as he had gone to Victoria to work. There was no Hydro used for this work. Also during this time the electrician used power from the tenants meter as did the Dry Waller who had two fans running for two weeks to dry the drywall out. Neither tenant was charged for hydro during this period; the landlord paid it until the work was completed.

The landlord testified that on two Sunday afternoons her grandchildren were playing on their three wheelers for around two hours outside the cabin. The children were told not to play there anymore and had the rest of the acreage to play in. the landlord disputed that this could have caused a significant disturbance to the tenant.

The landlord disputed that the upper tenant was noisy. The tenant complained that she walked heavily and drove to fast. The upper tenant became scared of this tenant and would come and spend nights with the landlord at the bed and breakfast as this tenant would not let her turn the heat on for their units and she was very cold. When the upper tenant moved out to allow regatta guests to stay in her unit those guests worked all day and came in late at night, very tired and went to bed. They were only there for two nights. They only used the unit to shower and sleep in.

The landlord testified that the tenant was aware the furnace was in the closet and was shown where it was located when he first viewed the unit. There have never been any complaints before or after the tenant's stay at noise from the furnace. Even in the summer it runs the air conditioner and the heat exchange is on. The closet it is located in is fully insulated and sound proofed and the door is a solid wooden door. The furnace is regularly serviced and maintained by changing the filters regularly. When the tenant

first started to complain about noise from the furnace the landlord offered to allow the tenant to break his lease but the tenant wanted to stay in the unit. The landlord called someone out to look at the unit and this person checked the furnace and heat pump. He informed the landlord and tenant that the heat pump must be left on and explained it would make more noise if it was turned on and off. The landlord testified that the tenant kept asking the upper tenant, who controlled the heat from her unit, to turn the heat pump off and on again. This made it hard on the heat pump.

The landlord agreed that the fridge and freezer outside the cabin are plugged into the cabin's electricity supply. It has always been like that and the tenant saw these appliances when he looked at the unit. The tenant signed an agreement to pay half the hydro and Wi-Fi. The landlord is however willing to see how much electricity these appliances consume and reduce both tenants' bills by this amount. The landlord testified that both the upper unit and the lower unit are identical in size and have the same appliances so each tenant paid 50 percent of the hydro bills as agreed at the start of the tenancy.

The landlord testified that with regard to the windstorm that blew braches on the driveway. These were smaller branches and the two other tenants on the property at the time had no trouble driving over them. The landlord's son was waiting for the storm to end before he went to clear the driveway.

The parties cross examined each other. The tenant asked the landlord the following questions:

Tenants questions	Landlords response
How long were you in residence during the tenant's residence	Until I went to Europe for 10 weeks. Then I was away for another four weeks then another two weeks
Did you have a couple staying in the main house	Yes for two months

The shingles you claim were put on the back of the cabin were there any other shingles put on the cabin and if so was hydro from the cabin used	No hydro was used to put the shingles up. I was only charged for one day's work for the shingles that were put up
Were shingles put up by my back door	Yes the contractor came back another day at your request
How long was I in residence before laundry facilities were completed	Two weeks
Why were the hydro bills divided in two and not divided for other hydro used	You were not charged for any hydro used by the contractors
Did any other guests stay in the upper unit during the Easter holidays other than the Regatta guests	The Regatta was in April and inMarch the upper tenant offered to stay in the bed and breakfast so another couple and a single older lady could use her unit for three days
What length of time was the upper tenant away at Easter	I don't believe she went away if she did she did not tell me
How many freezers or other appliances referred to in my evidence used utilities	I already agreed I will deduct some money for utilities for these outside appliances. There is a fridge/ freezer and a freezer
Was there also a mobile home plugged in	It was only plugged in to check if everything worked this was only over night
What about the industrial heater which ran nonstop for several weeks even when it was placed outside	It was used to dry the drywall for the laundry room and it was not plugged in while it was outside. The tenants were not charged for hydro during this period.

The landlord asked the tenant the following questions:

How many times did you say you were in Victoria working	I was in Victoria for two days a week from 11.00 a.m. to 3.00 p.m. then I came back to my residence and I was home every

	night until the noise became unbearable. I was in hospital for two nights and then in hospital again for one and a half to two months for treatment in the day time

The landlord's agent who is the son of the landlord testified that they first met the tenant in August, 2014; he was talking about coming here to work on his book and we suggested that one of our units would be suitable. The tenant went and looked at both units. Both units were available at that time and he had the opportunity to rent either of the units. He was shown the furnace in the lower unit bedroom closet when the walk through inspection was done and he still choose to rent that unit.

The landlord's agent testified that the tenant was also made aware of the improvements to be done such as adding the laundry room and this was all explained to him before he signed the agreement. Any noise complaints were properly addressed. The upper tenant was spoken to about treading lightly and not running down the stairs. The landlord's agent then added insulation and sound proofing between the floor and ceiling of the upper and lower units to address the tenant's concerns. The tenant was also well aware that the upper unit was part of the landlord's bed and breakfast business and it should have no bearing on who rented it or how often it was rented.

The landlord's son testified that they tried to accommodate the tenant during his stay regarding any other noise issues and suggested helping the tenant move his belongings into the second bedroom away from the furnace if he had issues with it. The tenant refused this offer. The noise levels from the upper tenant are normal living noise and this is part of living in an adjourned unit. The noise Bylaw for the area states that there must be no noise before 8.00 a.m. and after 11.00 p.m. if any other guests have stayed in the upper unit these are personal friends of the landlord and have a high regard for other guests staying in the cabin.

The landlord's agent testified that the tenant had stated that the landlord's agent was not willing to communicate with him. The landlord's agent testified that this is untrue as he was a regular visitor to the property and has spoken to the tenant and even blown the area around his door of leaves and debris. The landlord's agent testified that the tenant has not suffered any pain or suffering from anyone on the property or if he did he has not brought any other issues to the landlords or the landlord's agent's attention.

The landlords agent testified that the tenant has taken his comment that "shit happens" out of context. It was part of a discussion about the windstorm and not intended to be derogatory towards the tenant. The landlord's agent testified that there was no point in coming halfway through the windstorm to clear the drive and he had to wait until the windstorm had passed. The tenant did not have to clear the driveway himself.

Analysis

With regard to the tenant's claim concerning a Monetary Order for the return of double the security deposit. I have considered the tenant's application in this matter and find there is insufficient evidence that the tenant provided the landlord with his forwarding address in writing until November 02, 2015. At this time a letter was sent by registered mail with an address on the letter which the tenant has testified is his forwarding address. The landlord agreed she received it on November 03, 2015.

I have concerns that the letter does not clearly identify this address as the tenant's forwarding address; however, I am satisfied for the purpose of the *Act* that the landlord did receive this letter and that this is the tenant's forwarding address. It is therefore my decision that the landlord has 15 days from November 03, 2015 to either return the tenant's security deposit in full or file an application to keep all or part of it. Consequently, I find the tenant's application to recover double the security deposit was made prematurely and is dismissed with leave to reapply in the event the landlord does not return the security deposit in full or file an application to keep all or part of it by November 18, 2015.

With regard to the tenant's claim to recover motel fees; the tenant paid rent of $644.00 for September 2014. This payment was made at $28.00 per day from September 08 to September 30, 2014. However the tenant was not able to take up occupation of the rental unit because it was not ready on September 08, 2014. The tenant seeks to recover motel costs for two nights to an amount of $322.70; however, the motel receipt shows the actual amount paid was $327.70. the landlord argued that she had to clean the unit after guests departed and the unit was ready on September 09, 2014 yet the tenant choose not to move in until September 10, 2014. The landlord also testified that the tenant was not charged rent for these days. I have considered both arguments in this matter and the evidence before me and find the tenant did pay rent from September 08, 2014 of $644.00. I must also conclude that there is insufficient evidence from the tenant to show he could not move in until September 10, 2014. I therefore find the tenant is entitled to recover rent of **$28.00** for September 08, 2014 and one day's motel fees of **$163.85**.

With regard to the other dates in September when the tenant moved out to accommodate the landlord's bed and breakfast guests. The tenant testified that he was made to vacate the unit for September 18, 19 and 20, 2014. The landlord testified that the tenant had agreed to vacate during this period prior to signing the lease agreement or he would not have been able to move into the unit until after September 21, 2014. Every tenancy agreement contains an implied covenant of quiet enjoyment. Part of this is that the tenant has exclusive possession, subject to the landlord's right of entry under the Legislation. Whether or not the tenant agreed to move out on these dates to accommodate the landlord's guests I find this impeded the tenant right to exclusive possession of the rental unit. I further find although the landlord testified the tenant was not charged rent for days he was not living in the unit the tenant did in fact pay rent for these days. I therefore find the tenant is entitled to recover the sum of **$84.00** in rent paid and the cost for the motel room of **$226.30**. The landlord agreed she did not inform the tenant that he could have stayed in another room of the landlord's bed and breakfast for $35.00 per night.

The tenant has made a claim for further fees for overnight stays in the motel and a fee from a visitors centre. From the evidence presented I find the motel fees are duplicate fees as no further nights were spent away from the rental unit in a motel and the invoices show the same dates as claimed. The fee from the visitors centre is actual an invoice for a comet creative centre and the tenant was unsure what this actually was. These sections of the tenant's claim are therefore dismissed.

With regard to the tenant's claim to recover registered mail fees; there is no provision under the *Act* for costs of this nature to be awarded to a party. Consequently, the tenants claim for $21.00 is dismissed.

With regard to the tenant's application for a Monetary Order for money owed or compensation for damage or loss; in this matter the tenant has the burden of proof to show that he suffered a loss of quiet enjoyment of the rental unit and pain and suffering as a result of the landlord's or the landlord's agents actions or neglect. I refer the parties to s. 28 of the *Act* which provides for the tenant's right to quiet enjoyment and states:

Protection of tenant's right to quiet enjoyment

> ***28*** *A tenant is entitled to quiet enjoyment including, but not limited to, rights to the following:*
>
> > *(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.*

The Residential tenancy Policy Guidelines provides more guidance on this matter and states in part that:

Historically, on the case law, in order to prove an action for a breach of the covenant of quiet enjoyment, the tenant had to show that there had been a substantial interference with the ordinary and lawful enjoyment of the premises by the landlord's actions that rendered the premises unfit for occupancy for the purposes for which they were leased. A variation of that is inaction by the landlord which permits or allows physical interference by an outside or external force which is within the landlord's power to control.

Frequent and ongoing interference by the landlord, or, if preventable by the landlord and he stands idly by while others engage in such conduct, may form a basis for a claim of a breach of the covenant of quiet enjoyment. Such interference might include serious examples of: ·

- entering the rental premises frequently, or without notice or permission;
- unreasonable and ongoing noise; ·
- persecution and intimidation; ·
- refusing the tenant access to parts of the rental premises;
- preventing the tenant from having guests without cause;
- intentionally removing or restricting services, or failing to pay bills so that services are cut off;
- forcing or coercing the tenant to sign an agreement which reduces the tenant's rights; or,
- allowing the property to fall into disrepair so the tenant cannot safely continue to live there.

Substantial interference that would give sufficient cause to warrant the tenant leaving the rented premises would constitute a breach of the covenant of quiet enjoyment, where such a result was either intended or reasonably foreseeable.

The tenant has the burden of proof in this matter to show that the noise from the upper unit was anything more than normal living noise. The tenant must accept that when living in adjoining units there will be some transference of noise. The tenant also

testified that after being informed of his concerns about noise the landlord did nothing. The landlord and the landlord's agent both testified that the landlord's agent put up insulation and sound proofing between the two units and had the furnace inspected. The tenant also agreed that insulation was put up and a plumber looked at the furnace. Without corroborating evidence to show the upper tenant created noise that was unreasonable or that caused a substantial interference to the tenant's right to quiet enjoyment or noise that was outside the times indicated by the local Bylaw office then I must conclude that the tenant is sensitive to normal living noise and as such cannot hold the landlord responsible for this type of noise.

Further to this the parties disagreed about the furnace. The tenant testified the furnace was noisy, the landlord and her agent both testified that the tenant was made aware the furnace was in the bedroom closet, the tenant was given the opportunity to move out of the unit or move his bedroom into the second bedroom, the landlord had the furnace inspected and was told the tenant's complaints to the upper tenant about the furnace resulted in the upper tenant having to turn the furnace off and on which could have impacted on the noise the furnace made. Without corroborating evidence to show the furnace was exceptionally noisy and not just making normal noise which furnaces are prone to do, then the tenant has not met the burden of proof in this matter that this noise was of a substantial level above normal living noise.

With regard to the tenant's claim that the landlord's workforce caused noise that disturbed the tenant's peace and quiet enjoyment; the landlord has shown that the laundry room was built for the tenant's use. The landlord is entitled to do repairs and improve the property and temporary discomfort or inconvenience does not constitute a basis for a breach of the covenant of quiet enjoyment. It is necessary to balance the tenant's right to quiet enjoyment with the landlord's right and responsibility to maintain the premises; however, a tenant may be entitled to reimbursement for loss of use of a portion of the property even if the landlord has made every effort to minimize disruption to the tenant in making repairs or completing renovations. I am not satisfied from the evidence before me that the noise created from the ongoing building or maintenance

was significant and extended for a considerable period of time during the tenancy. Therefore the tenant has not met the burden of proof in this matter.

With regard to the tenant's claim that he was forced to remove trees and branches from the driveway because the landlord did not clear the driveway after a windstorm; The tenant's evidence contradicts that of the landlord and the landlord's agent. The tenant testified that trees and branches had blown across the driveway which the tenant had to remove resulting in a minor heart attack. The landlord's agent testified that there were no trees just branches and debris. The landlord testified that other tenants simply drove over these debris and branches and her son was waiting for the storm to end before clearing the driveway. Having considered both arguments in this matter I find that if the tenant did not want to wait for the windstorm to end then it was the tenant's choice to clear the drive or attempt to drive over or around the fallen branches. There is insufficient corroborating evidence from the tenant to show that trees blocked the driveway. I am not satisfied that this warrants any compensation payable to the tenant.

A party has a statutory duty to minimize any loss under s. 7(2) of the *Act*. The tenant was given the opportunity to end the tenancy if he found the living conditions so intolerable; the tenant was also given the opportunity to move his bedroom into the second bedroom if the furnace was bothering him. The tenant elected to stay and continue his tenancy and elected to remain in the bedroom with the furnace. Had the tenant's concerns been so extreme the tenant could have mitigated his loss by taking up either of these offers made by the landlord and choose not to do so.

The tenant seeks compensation for the use of hydro for the landlord's appliances, for hydro used when workers were doing work on the cabin and for hydro used by a mobile home. The tenant has not yet paid his hydro bills and the landlord has agreed to reduce the tenant's share and the upper tenant's share of these bills for appliances, hydro used for work done on the property and for the mobile home for one nights use. I will not therefore be making a decision on this matter at this hearing as the tenant has not yet made any payments that would require adjustment or compensation. The tenant is at

liberty to reapply for monetary compensation to recover any overpayment of hydro made by the tenant for his share of the hydro bills if the landlord does not reduce the tenant's share to show a true cost of hydro used by others outside this tenancy.

It is therefore my decision that the tenant has failed to meet the burden of proof that his peace and quiet enjoyment of the rental unit was substantially effected and therefore I must dismiss the tenant's application for compensation.

As the tenant's application has some merit I find the tenant is entitled to recover the filing fee of **$50.00**. The tenant is entitled to a Monetary Order for the following amount:

Rent refund	$112.00
Costs for Motels	$390.15
Filing fee	$50.00
Total amount due to the tenant	$552.15

Conclusion

I HEREBY FIND in partial favor of the tenant's monetary claim. A copy of the tenant's decision will be accompanied by a Monetary Order for **$552.15**. The Order must be served on the respondent. Should the respondent fail to comply with the Order the Order may be enforced through the Provincial Court 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: November 13, 2015

Residential Tenancy Branch