Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Holleywell Property Management
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

OPR, CNR, MNR, MNDC, RR, FF

Introduction:

This hearing was convened in response to cross applications.

On March 14, 2016 the Tenant filed an Application for Dispute Resolution in which the Tenant applied to cancel a Notice to End Tenancy for Unpaid Rent or Utilities; for authority to reduce the rent; for a monetary Order for money owed or compensation for damage or loss; and to recover the fee for filing an Application for Dispute Resolution. At the hearing the Tenant withdrew the application to cancel the Notice to End Tenancy.

The Tenant stated that on March 17, 2016 the Application for Dispute Resolution, the Notice of Hearing, and documents the Tenant submitted to the Residential Tenancy Branch on March 11, 2016 were personally served to the Landlord. The Landlord acknowledged receipt of these documents and they were accepted as evidence for these proceedings.

On March 18, 2016 the Landlord filed an Application for Dispute Resolution in which the Landlord applied for an Order of Possession; for a monetary Order for unpaid rent; and to recover the fee for filing an Application for Dispute Resolution. At the hearing the Landlord withdrew the application for an Order of Possession.

The Agent for the Landlord stated that on March 22, 2016 the Application for Dispute Resolution, the Notice of Hearing, and documents the Landlord submitted to the Residential Tenancy Branch on March 22, 2016 were personally served to the Tenant. The Landlord acknowledged receipt of these documents and they were accepted as evidence for these proceedings.

On April 04, 2015 the Landlord submitted eight additional pages of evidence to the Residential Tenancy Branch. The Agent for the Landlord stated that this evidence was sent to the Tenant, via registered mail, on April 04, 2016. The Tenant stated that she has not received this evidence.

Section 90 of the *Residential Tenancy Act (Act)* stipulates that documents served by mail are deemed received on the 5th day after they are mailed. Documents mailed to the Tenant on April 04, 2016 would be therefore deemed received on April 09, 2016.

Rule 3.14 of the Residential Tenancy Branch Rules of Procedure requires that applicants serve evidence to respondents "not less than 14 days before the hearing". As the documents submitted to the Residential Tenancy Branch on April 04, 2016 were not even mailed to the Tenant until 7 days before the hearing, I find that they were not served in accordance with rule 3.14 of the Residential Tenancy Branch Rules of Procedure. As the documents were not served in accordance with the Rules of Procedure and the Tenant does not acknowledge receiving the documents, they were not accepted as evidence for these proceedings.

In concluding that the hearing should not be adjourned for time to re-serve the aforementioned evidence to the Tenant, I was heavily influenced by the fact that the documents submitted on April 04, 2016 relate to damage to the rental unit, which is not the subject of these dispute resolution proceedings

On April 05, 2015 the Landlord submitted another eight pages of evidence to the Residential Tenancy Branch. The Agent for the Landlord stated that this evidence was not served to the Tenant. As the evidence was not served to the Tenant, it was not accepted as evidence for these proceedings.

The parties were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions.

Preliminary Matter #1

The Landlord did not apply to retain the security deposit/pet damage deposit. The Agent for the Landlord stated that the Landlord intended to apply to retain the security deposit/pet damage deposit when the Landlord filed the Application for Dispute Resolution on March 18, 2016.

The Tenant did not apply to retain the security deposit/pet damage deposit.

Both parties indicated they would like me to consider the matter of the security deposit/pet damage deposit at these proceedings. I therefore find it reasonable to amend the Landlord's Application for Dispute Resolution to include a claim for the security/pet damage deposit and to amend the Tenant's Application for Dispute Resolution to include a claim for the return of the security/pet damage deposit.

Preliminary Matter #2

Rule 8.4 of the Residential Tenancy Branch Rules of Procedure stipulate that I can only hear evidence on matters outlined in the Application for Dispute Resolution unless, at the request of a party made at the start of the dispute resolution proceeding, the

arbitrator permits an amendment to the application to include other related matters that may be the subject of an Application for Dispute Resolution between the parties. In considering whether to permit an amendment to an application at the start of a dispute resolution proceeding to include other related matters, I must consider whether an amendment will prejudice the other party and/or result in a breach of the principles of natural justice.

I determined that it would be highly prejudicial to the Tenant to amend the Landlord's Application for Dispute Resolution to claim compensation for damage to the rental unit, as the Tenant did not receive any notice prior to the hearing that the Landlord intends to claim compensation for damage to the rental unit.

I have, therefore, not considered a claim for compensation for damage to the rental unit. The Landlord retains the right to file another Application for Dispute Resolution claiming for compensation for damage to the rental unit.

Issue(s) to be Decided:

Is the Landlord entitled to a monetary Order for unpaid rent/lost revenue?
Is the Tenant entitled to compensation for deficiencies with the rental unit and/or for loss of quiet enjoyment of the rental unit?
Is the Tenant entitled to a refund for an overpayment of utilities?
Is the Tenant entitled to the return of security deposit or should it be retained by the Landlord?

Background and Evidence:

The Agent for the Landlord and the Tenant agree that:

- the Tenant and the Landlord entered into a fixed term tenancy agreement, the fixed term of which began on July 01, 2015 and was to end on June 30, 2016;
- the Tenant agreed to pay monthly rent of $1,475.00 by the first day of each month;
- the Tenant paid a security deposit of $737.50 and a pet damage deposit of $737.50;
- a condition inspection report was completed at the start of the tenancy, in the absence of the Tenant;
- the condition inspection report that was completed at the start of the tenancy was subsequently presented to the Tenant, who did not sign it;
- on March 08, 2016 the Tenant was personally served with a Ten Day Notice to End Tenancy for Unpaid Rent or Utilities;
- the Ten Day Notice to End Tenancy declared that the Tenant must vacate the rental unit by March 18, 2016;

- on, or about, March 22, 2016 the Tenant told the Landlord that she would be vacating the rental unit by the end of March;
- the Tenant vacated the rental unit on, or about, March 29, 2016;
- a condition inspection report was completed on March 29, 2016;
- the Tenant provided a forwarding address on March 29, 2016, which was written on the condition inspection report;
- the Tenant did not authorize the Landlord, in writing, to retain any portion of the security deposit; and
- the Landlord did not return any portion of the security deposit.

The Agent for the Landlord stated that on March 07, 2016 the Tenant sent the Landlord an email, in which she informed the Landlord she would be vacating the rental unit by April 01, 2016. The Tenant stated that this email was not a notice to end the tenancy and was simply a notice to inform the Landlord she was looking for alternate accommodation. A copy of this email was submitted in evidence.

The Landlord is seeking unpaid rent for March of 2016. The parties agree that no rent was paid for March of 2016.

The Agent for the Landlord and the Tenant agree that:

- the gas and utility bills were in her name;
- prior to the start of the tenancy the Tenant agreed to pay 75% of these utility charges;
- the Tenant was expected to collect the other 25% of the utilities charges from the woman who was living in the lower suite;
- in February of 2016 the parties agreed that the Tenant could deduct 30% of the utility charges from future rent payments rather than attempting to collect from the occupant of the lower suite.

The Tenant submitted a gas bill for $117.35 and a hydro bill for $232.01. At the hearing the Agent for the Landlord agreed that the Tenant had the right to deduct 30% of these bills from the rent that was due for March of 2016, as a result of the February of 2016 agreement.

The Tenant is seeking compensation, in the amount of $139.74, which is 40% of the gas bill for $117.35 and the hydro bill for $232.01. The Tenant contends that this is fairer than the 30% offered by the Landlord and that she only agreed to pay 75% because she believed there was only one person living in the lower suite. She stated that her three young children lived in her rental unit with her and she speculates they consumed approximately 60% of the utilities.

The Landlord is seeking compensation, in the amount of $737.50, for lost revenue from April of 2016. The Agent for the Landlord stated that they found a new tenant for April 01, 2016 after the Tenant gave them written notice of her intent to vacate the rental unit by April 01, 2016; that they found alternate accommodations for the new tenant after the

Tenant disputed the Ten Day Notice to End Tenancy and the Landlord concluded that the rental unit would not be vacant on April 01, 2016; and after the Tenant vacated the rental unit they were able to find a new tenant for April 15, 2016. The Landlord is seeking the lost revenue because they would not have lost this revenue if the fixed term tenancy had not ended.

The Tenant stated that on the basis of the email, dated March 14, 2016, she believes the Landlord found a new tenant for April 01, 2016. The email of March 14, 2016, which was submitted in evidence, declares that the Landlord has located a new tenant for April 01, 2015.

The Agent for the Landlord stated that the email of March 14, 2016 was sent before the Landlord learned the Tenant would not be vacating the unit on the basis of the Ten Day Notice to End Tenancy.

The Landlord is seeking liquidated damages of $737.50, which the Landlord refers to as a “placement fee”. The term 15 of the addendum to the tenancy agreement, which was submitted in evidence by both parties, declares that the Tenant must pay an “administration charge” of “one half a month’s rent to break a lease”. The Agent for the Landlord stated that the administration fee included the cost of showing the rental unit, advertising the rental unit, and screening potential new tenants.

The Tenant argued that she should not have to pay the liquidated damages because the occupants of the lower suite were the reason the tenancy ended prematurely.

The Tenant is seeking compensation, in the amount of $3,407.25, for being unable to use the yard and for feeling uncomfortable using the laundry facilities she shared with the occupant of the lower suite for the period between August 01, 2015 and February 29, 2016.

In support of the claim for $3,407.25 the Tenant stated that:

- when she moved into the rental unit she was told there would be a single female living in the lower suite;
- when she moved into the rental unit she learned that there was a couple living in the lower suite;
- the male living in the lower suite made her uncomfortable because he was frequently impaired and he frequently made derogatory comments to her, that often had a sexual inference;
- the male living in the lower suite first made an offensive comment on August 01, 2015;
- on approximately ten occasions in August of 2015 the male made offensive comments to the Tenant;
- she stopped using the yard in an effort to avoid the male living in the lower suite;
- the male continued to make offensive comments when she saw him in the driveway or the shared laundry facilities, which was approximately twice a month;

- on, or about, August 03, 2015 she informed a female agent for the Landlord about her concerns with the male living in the lower suite;
- the female agent for the Landlord told her to document her concerns;
- the female agent for the Landlord told her the couple living in the lower suite would be relocated;
- in October of 2015 the couple living in the lower suite left for approximately three weeks;
- when they returned the female agent for the Landlord continued to inform her that the couple would be relocated; and
- the couple had not been relocated by the time she vacated the rental unit.

The Agent for the Landlord stated that after August of 2015 the Tenant did not report any problems with the occupant of the lower suite, either orally or in writing, until March of 2016 when she served the Landlord with notice of her intent to vacate. The Agent for the Landlord argued that the Landlord could not take steps to intervene between the Tenant and the male living in the lower suite because they were not informed the problem was continuing.

The Tenant submitted a series of emails exchanged by the Tenant and a female agent for the Landlord in August of 2015. In those emails the Tenant informs the Landlord of her concerns with the behaviour of the male living in the lower suite. In an email dated August 11, 2015 the Tenant wrote: “so far so good, he hasn’t bothered me since”. The Tenant acknowledged that she did not report any further concerns to the Landlord, in writing, since August of 2015.

The Tenant is seeking compensation, in the amount of $243.38, for feeling uncomfortable in the rental unit during the month of July of 2015. During the hearing she was unable to explain why she was entitled to this compensation, given that the male living in the lower unit did not make any offensive comments to her until August 01, 2015.

In the Tenant’s written submission she declared that shortly after moving into the residential complex she realized there was a male living in the lower suite; that the male would often sit in the yard speaking incoherently and apparently under the influence of alcohol; and that his presence made her uncomfortable. In her written submission the Tenant declared that the male was “constantly falling down on his head drunk”, was making countless trips to the hospital to get his wounds glued/stitched”, and that he was allegedly taken to the hospital because he overdosed on his medications.

The Tenant is seeking compensation, in the amount of $737.50, because there were several deficiencies with the rental unit when she moved into the rental unit.

The Tenant stated that:

- the closet organizer in the master bedroom was not installed until mid-July of

2015;
- the light in the bedroom was not installed until October of 2015;
- the towel rack and toilet paper holder were not installed at the start of the tenancy and she spent one hour installing them;
- there was a thin layer of ash from a forest fire covering the entire rental unit, which she spent approximately three hours cleaning; and
- the Landlord did not offer any form of compensation for these deficiencies.

The Agent for the Landlord does not dispute the reported deficiencies with the rental unit, but contends that the Tenant had full use of the unit in spite of those deficiencies.

Analysis:

On the basis of the undisputed evidence I find that the Landlord and the Tenant entered into a fixed term tenancy agreement, the fixed term of which began on July 01, 2015 and ended on June 30, 2016.

Section 45(2) of the *Act* authorizes a tenant to end a fixed term 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; is not earlier than the date specified in the tenancy agreement as the end of the tenancy, 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.

Even if I accepted that the email the Tenant sent to the Landlord on March 07, 2016 was written notice to end her tenancy on April 01, 2016, I find that this notice would not have ended the tenancy in accordance with section 45(2) of the *Act.* The Tenant did not have the right to end the tenancy, pursuant to section 45(2) of the *Act*, until the end of the fixed term of their tenancy agreement, which was June 30, 2016.

On the basis of the undisputed evidence I find the Tenant agreed to pay monthly rent of $1,475.00 by the first day of each month and that in February of 2016 the Landlord gave the Tenant permission to reduce her monthly rent by 30% of any hydro or gas bill she received.

Section 26 of the *Act* requires tenants to pay rent when it is due. I therefore find that the Tenant failed to comply with section 26 of the *Act* when she failed to pay the rent that was due on March 01, 2016. As the Tenant has not yet paid the rent that was due on March 01, 2016, I find that she owes $1,475.00 in rent for March, less 30% of the $232.01 hydro bill and $117.35 gas bill the parties agreed could be deducted from rent for March. 30% of these bills is $104.81, leaving rent due for March in the amount of $1,370.19.

Section 6(3)(b) of the *Ac*t stipulates that a term of a tenancy agreement is not enforceable if the term is unconscionable. Residential Tenancy Branch Policy Guideline

#8, with which I concur, suggests that a term of a tenancy agreement is unconscionable if the term is oppressive or grossly unfair to one party.

Although the tenancy agreement indicates that the Tenant will pay 75% of the hydro account, and collect 25% from the co-tenant, it does not specify what will happen if additional people move into the lower suite. I find this to be inherently unfair to the Tenant, as it would be unfair for her to pay 75% of the utilities if several people occupied the lower suite. I therefore find that the term requiring the Tenant to pay 75% of the hydro is unenforceable, pursuant to section 6(3)(b) of the *Act.*

As the Tenant agreed to pay 60% of the gas and hydro bills, I find that the Landlord is obligated to refund 40% of those bills to the Tenant, as the bills are in her name. 40% of the $232.01 hydro bill and $117.35 gas bill is $139.74. As the Landlord has already authorized the Tenant to reduce her March rent by $104.81 for 30% of these bills, I find that the Landlord must compensate the Tenant for the remaining 10%, which is $34.93.

Section 46(1) of the *Act* authorizes a landlord to end the tenancy within ten days, by providing proper written notice, if rent is not paid when it is due. As rent was not paid in full by March 01, 2016, I find that the Landlord had the right to serve the Tenant with a Ten Day Notice to End Tenancy for Unpaid Rent any time after March 01, 2016. On the basis of the undisputed evidence, I find that on March 08, 2016 the Tenant was personally served with a Ten Day Notice to End Tenancy and that the Landlord had the right to end this tenancy pursuant to section 46 of the *Act*.

I find that the Tenant did not comply with section 26 of the *Act* when she did not pay rent in March of 2016 when it was due. I find that the Tenant's failure to pay rent resulted in this tenancy ending before the end of the fixed term of the tenancy and that the Landlord experienced a loss of revenue, in the amount of $737.50, as a result of the premature end to the tenancy. I therefore find that the Tenant must compensate the Landlord for revenue lost as a result of the Tenant failing to comply with the *Act,* pursuant to section 67 of the *Act*.

I find that there is a liquidated damages clause in the tenancy agreement that was signed by the Tenant, which requires the Tenant to pay $737.50 if they "break a lease". A liquidated damages clause is a clause in a tenancy agreement where the parties agree in advance the damages payable in the event of a breach of the tenancy agreement.

The amount of liquidated damages agreed to must be a genuine pre-estimate of the loss at the time the contract is entered into. I find that $737.50 is a reasonable estimate given the expense of advertising a rental unit; the time a landlord must spend showing the rental unit and screening potential tenants; and the wear and tear that moving causes to residential property. When the amount of liquidated damages agreed upon is reasonable, a tenant must pay the stipulated sum even where the actual damages are negligible or non-existent. Generally liquidated damage clauses will only be struck down when they are oppressive to the party having to pay the stipulated sum, which I do not

find to be the case in these circumstances.

I find that the premature end of this fixed term tenancy was the direct result of the Tenant failing to pay rent for March of 2016 and I therefore find that she is obligated to pay the liquidated damages of $737.50.

Section 28 of the *Act* grants a tenant the right to the quiet enjoyment of the rental unit 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 the *Act*; use of common areas for reasonable and lawful purposes, free from significant interference.

On the basis of the testimony of the Tenant and in the absence of evidence to the contrary I find that the behaviour of the male living in the lower suite disturbed her and breached her right to the quiet enjoyment of the rental unit. I accept that his behaviour prevented her from using the yard and made her feel uncomfortable when she was using common areas of the residential property.

Residential Tenancy Branch Policy Guideline #6, with which I concur, suggests that "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.

There is a general legal principle that places the burden of proving a fact on the person who is claiming compensation for damages, not on the person who is denying the claim. In regards to the Tenant's claim for compensation for the loss of the quiet enjoyment of her rental unit, the burden of proving that the Tenant continued to inform the Landlord that she was being disturbed by an occupant of the lower rental unit rests with the Tenant.

I find that the Tenant has submitted insufficient evidence to establish that she continued to report her concerns to the Landlord after August of 2015. In reaching this conclusion I was heavily influenced by the absence of evidence that corroborates the Tenant's testimony that she continued to verbally report the problem to a female agent for the Landlord or that refutes the Agent for the Landlord's testimony that they received no reports of a problem, either verbal or written, between August of 2015 and March of 2016.

As there is insufficient evidence to establish that the Tenant continued to inform the Landlord of the problems with the occupant of the lower suite, I find that the Tenant could have no reasonable expectation that the Landlord would intervene on her behalf. I therefore cannot conclude that the Tenant is entitled to compensation for a breach of her right to the quiet enjoyment of the rental unit for any period after August 01, 2015 and I dismiss her claim for $3,407.25.

As the Tenant did not report any concerns with the male living in the lower suite until

August of 2015, I find that the Landlord could not have intervened on her behalf. I therefore cannot conclude that the Tenant is entitled to compensation for a breach of her right to the quiet enjoyment of the rental unit in July of 2015 and I dismiss her claim for $243.38.

In adjudicating the claim for compensation for loss of quiet enjoyment I have placed no weight on the Tenant's argument that she was told there would be only one person living in the lower suite. As a landlord typically does not have the right to prevent a tenant from allowing a second party to occupy the rental unit, I find that the fact a second party was occupying the rental unit is largely irrelevant in regards to the claim for loss of quiet enjoyment, even if the Tenant was not informed there would be a couple living in the lower suite.

In adjudicating this dispute I have considered section 45(3) of the *Act,* which stipulates 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.

Even if I were to accept that the breach of the Tenant's right to the quiet enjoyment of the rental unit was a breach of her right to quiet enjoyment of the rental unit, I would conclude that the Tenant did not have the right to end this tenancy in accordance with section 45(3) of the *Act*. In reaching this conclusion I was heavily influenced by the Tenant's acknowledgement that she did not give the Landlord written notice of any further problems with the male occupant of the lower rental unit after August 12, 2015, until she provided the Landlord with notice of her intent to vacate on March 07, 2016.

There is a general expectation that a landlord will provide a tenant with a fully functional, clean rental unit at the start of the tenancy. This expectation is consistent with section 32(1) of the *Act*, which requires a landlord to provide and 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. This expectation is also consistent with section 27(2) of the *Act,* which requires a landlord to compensate a tenant if there is a reduction or termination in a service or facility that is a part of the tenancy.

On the basis of the undisputed evidence I find that the rental unit required cleaning at the start of the tenancy and that a towel rack and toilet paper holder had not been installed. As these were services that should have been provided to the Tenant at the start of the tenancy, I find that the Tenant is entitled to compensation, in the amount of $100.00, for the approximately four hours she spent rectifying these deficiencies.

On the basis of the undisputed evidence I find that a closet organizer was not installed until approximately two weeks after the start of the tenancy. Given that this made it

difficult, if not impossible, for the Tenant to fully unpack when she moved into the rental unit, I find that this reduced the value of the tenancy in the first month by $50.00. Pursuant to section 27(2) of the *Act*, I therefore find that the Tenant is entitled to a rent refund of $50.00 for the delay in installing the closet organizer.

On the basis of the undisputed evidence I find that a bedroom light was not installed until approximately three months after the start of the tenancy. Given that the Tenant had the ability to use a lamp to light this room, I do not find that the lack of a bedroom light significantly reduced the value of this tenancy. I do find, however, that it was a minor inconveniences and that it reduced the value of the tenancy in the first three months by $30.00. Pursuant to section 27(2) of the *Act*, I find that the Tenant is therefore entitled to a rent refund of $30.00 for the delay in installing the light.

Section 38(1) of the *Act* stipulates that within 15 days after the later of the date the tenancy ends and the date the landlord receives the tenant's forwarding address in writing, the landlord must either repay the security deposit and/or pet damage deposit or file an Application for Dispute Resolution claiming against the deposits.

On April 12, 2016 I amended the Landlord's Application for Dispute Resolution to include an application to retain the security deposit/pet damage deposit. I therefore find that the Landlord did comply with section 38(1) of the *Act*, as the application to retain the security deposit/pet damage deposit was made 14 days after the Tenant vacated the rental unit on March 29, 2016 and 14 days after the Landlord received a forwarding address for the Tenant.

~~I find that the Landlord failed to comply with section 38(1) of the *Act*, as the Landlord has not repaid the security deposit or pet damage deposit; the Landlord did not file an Application for Dispute Resolution seeking to retain the security deposit; and more than 15 days has passed since the tenancy ended and the forwarding address was received.~~

~~Section 38(6) of the *Act* stipulates that if a landlord does not comply with subsection 38(1) of the *Act*, the Landlord must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable. As I have found that the Landlord did not comply with section 38(1) of the *Act,* I find that the Landlord must pay the Tenant double the security deposit and double the pet damage deposit.~~

I find that the Landlord's Application for Dispute Resolution has merit and that the Landlord is entitled to recover the fee paid to file an Application. I find that the Tenant's Application for Dispute Resolution also has merit and that the Tenant is entitled to recover the fee paid to file an Application.

Conclusion:

The Landlord has established a monetary claim of $2,945.19, which is comprised of $1,370.19 in rent for March of 2016; $737.50 in lost revenue; liquidated damages of $737.50; and $100.00 as compensation for the cost of filing an Application for Dispute Resolution. The Landlord is hereby authorized to keep the security and pet damage deposits of $1,475.00 in partial satisfaction of this monetary claim, leaving a balance owing of $1,470.19.

The Tenant has established a monetary claim of ~~$3,264.93~~ $314.93, which is comprised of ~~double the security deposit and pet damage deposit, which equals $2,950.00~~ a $34.93 refund for hydro/gas payments for the bills submitted in evidence; $100.00 for cleaning and repairing a towel rack/toilet paper holder at the start of the tenancy; $50.00 for being without a closet organizer at the start of the tenancy; $30.00 for being without a bedroom light for approximately three months; and $100.00 as compensation for the cost of filing an Application for Dispute Resolution.

After offsetting the two monetary claims, I find that the ~~Landlord~~ Tenant owes the ~~Tenant~~ Landlord ~~$319.74~~ $1,155.26 and I grant the ~~Tenant~~ Landlord a monetary Order in that amount. In the event the ~~Landlord~~ Tenant does not voluntarily comply with this Order, it may be filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

The monetary Order of $1,155.26 replaces the monetary Order dated April 12, 2016, in which I ordered the Landlord to pay the Tenant $319.74.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: April 12, 2016
Amended: May 16, 2016

Residential Tenancy Branch