Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MORRIS AND SCHOOLEY HOLDINGS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with monetary cross applications. The landlord applied for a Monetary Order for unpaid rent, late fees, cleaning and damage costs; and, authorization to retain the tenants' security deposit. The tenants applied for a Monetary Order for damages or loss under the Act, regulations or tenancy agreement. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party. The hearing was held over two dates. An Interim Decision was issued following the first hearing date and should be read in conjunction with this decision.

Issue(s) to be Decided

1. Has the landlord established an entitlement to compensation for unpaid rent, late fees, cleaning and damage costs?
2. Is the landlord authorized to retain the security deposit?
3. Have the tenants established an entitlement to compensation in the amounts claimed for damages or loss under the Act, regulations or tenancy agreement?

Background and Evidence

The tenancy started on July 1, 2013 and the tenants paid a security deposit of $800.00. The tenancy was initially for a fixed term of one year and then continued on a month-to-month basis. The monthly rent was set at $1,600.00 payable on the first day of every month; however, during the tenancy the landlord agreed to accept semi-monthly payments of $800.00 on the 1st and 15th day of the month. The landlord did not prepare a move-in or move-out inspection report.

The last rent payment the tenants made to the landlord was $800.00 on or about April 1, 2016. On April 8, 2016 Canada Revenue Agency (CRA) ordered the tenants to pay their rent to CRA instead of the landlord under a garnisheeing order. Upon request of the landlord the tenants made no payments to CRA while the landlord was attempted to have the garnisheeing order removed from the property. Nor, did the tenants pay rent to the landlord. The landlord's attempts to remove the garnisheeing order from the property were unsuccessful. On September 2, 2016 the landlord proposed to the tenants that they enter into a sub-tenancy agreement with a different landlord but the tenants were not agreeable to that request. On September 3, 2016 the landlord instructed the tenants to pay $8,000.00 to CRA and provide him with confirmation the payment was made. On or about September 7, 2016 the tenants requested a rent reduction from the landlord and a reference. The landlord declined to consider these requests further until payment had been made. When a payment had not been made to the CRA by September 10, 2016 the landlord issued a 10 Day Notice to End Tenancy for Unpaid Rent indicating the tenants owed $8,000.00 in rent as of September 1, 2016 and sent it to the tenants via email. The tenants contacted CRA about the 10 Day Notice and advised the landlord that the landlord could not enforce the 10 Day Notice. The landlord did not pursue enforcement of the 10 Day Notice.

The tenants ultimately made payments to CRA that were applied to the landlord's tax liability in the following amounts: $4,000.00 paid in September 2016; $2,000.00 paid in October 2016 and $2,800.00 paid in February 2018 for payments totalling $8,800.00.

On November 1, 2016 the tenants notified CRA that they had vacated the rental unit. On November 6, 2016 the tenants sent an email to the landlord to advise him that they had vacated the rental unit on October 31, 2016. During the hearing, the tenants testified that they finished vacating and cleaning the rental unit on November 2, 2016.

Landlord's Application

Unpaid rent

The landlord is seeking unpaid rent of $4,800.00 which is calculated as rent payable for the period of April 15, 2016 through to December 2016, less the payments the tenants made to CRA [$1,600.00 x 8.5 months - $8,800.00]. The landlord submitted that the tenants failed to give proper notice to end tenancy and that by giving him notice on November 6, 2016 the earliest the tenancy could have been legally ended was December 31, 2016.

The landlord submitted that he tried to find replacement tenants but was unsuccessful and in December 2016 or January 2017 the property was listed for sale. The property sold in September 2017.

The tenants argued that their tenancy agreement became frustrated by the garnisheeing order and the landlord's actions, bringing it to an end effective April 8, 2016 and in the absence of a tenancy they were not required to give the landlord a notice to end tenancy. The tenants were of the positon that effective April 8, 2016 they no longer owed "rent" but that they took on a tax debt of the landlord pursuant to the garnisheeing order issued to them by CRA on April 8, 2016. The tenants further submitted that the stress of taking on the tax debt of the landlord caused them great stress which resulted in loss of quiet enjoyment of the property. As a result, the tenants were of the position that the essential terms of their tenancy agreement could not be met because of the unexpected garnisheeing order and that constitutes frustration.

The tenants also questioned whether the rental unit could be re-rented by the landlord after they moved out since the property was subject to the garnisheeing order.

The landlord pointed out that the garnisheeing order provided that the tenants were liable to pay to CRA the amount of monthly rent they would have to pay under the tenancy agreement but nothing more than that and the tenants were not taking on the landlord's tax debt. The landlord pointed out that the garnisheeing order required the tenants to pay CRA the amount payable for rent or the tax liability, whichever is less. In other words, the tenants would not be required to pay anything in excess of their rent obligation. The landlord stated that he also explained this to the tenants. The tenants still had use of the rental unit and the stress they described can be largely attributed to their misunderstanding of the garnisheeing order despite his attempts to help them understand it.

Late fees

The landlord is seeking late fees for 7 late payments during the period of September 2016 through December 2016. The tenancy agreement provides for a late fee where payments are late or cheques are returned "to a minimum charge of $25.00 each."

The tenants disagreed that they owed the landlord late fees. The tenants submitted that after April 8, 2016 they were not required to pay "rent" to the landlord; their tenancy

came to an end October 31, 2016; and, that payment obligations during that time were between them and CRA.

Rent increase

The landlord submitted that the rent was increased by way of a Notice of rent Increase emailed to the tenant on or about September 10, 2016. The Notice of Rent Increase is dated September 10, 2016 and indicates the rent is increasing to $1,646.00 starting December 15, 2016. The landlord seeks one-half of the monthly rent increase, or $23.00, the tenants should have paid starting December 15, 2016.

I dismissed this claim summarily because the landlord failed to properly serve the tenants with the Notice of Ren Increase in one of the ways permitted under section 88 of the Act and the Notice did not afford the tenants three full months of advance notice as required under the Act. If a Notice of Rent Increase is served properly in September 2016, the month of September 2016 is not counted as a full month of notice and the rent increase would not take effect any sooner than January 1, 2017. Having dismissed this claim, I did not seek a response from the tenants.

Carpet cleaning

The landlord submitted that the tenants had vacuumed and left the carpeting in good condition with the exception of “the craft room”. The landlord had the craft room carpeting steam cleaned after a purchase offer was received for the property and it was a requirement of the purchaser. The landlord provided a receipt for carpet cleaning in the amount of $231.00 dated May 26, 2017. The receipt indicates 800 square feet of carpeting and stairs were cleaned for this amount.

The tenants submitted that they cleaned the carpets with their own home steam cleaning machine in October 2016. The tenants pointed out that the receipt was dated several months after their tenancy ended and that the carpeting could have required cleaning due to events that took place after their tenancy ended.

Carpet damage

The landlord requested compensation of $800.00 for carpet damage. I was not provided condition inspection reports or photographs of the carpeting to demonstrate the tenants damaged the carpeting. The landlord had not provided a receipt or estimate to verify the amount claimed. Nor, was I provided documentary evidence to show the

sale price of the property was reduced by $800.00 due to carpet damage. Therefore, I dismissed this claim summarily without seeking a response from the tenants.

Security deposit

The landlord requested retention of the security deposit in partial satisfaction of the amounts claimed.

The tenants claimed that CRA credited the landlord's tax debt by the amount of the secret deposit even though they did not send CRA the security deposit. The tenants did not provide any documentary evidence to show the landlord's tax debt was credited $800.00 for the security deposit and if the landlord continues to hold the security deposit, as asserted by the landlord, that is non-prejudicial to the tenants since it would reduce any Monetary Order I would provide to the landlord. Therefore, I proceeded on the basis the security deposit remains in the landlord's possession and I shall make a decision as to its disposition.

Tenants' application

Return of payments made to CRA

The tenants seek recovery of the $8,800.00 in payments they made to CRA that were applied to the landlord's tax debt. The tenants argued that the garnisheeing order rendered their tenancy agreement frustrated or void and that they should not have been required to make payments to CRA. Since the landlord's tax liability was reduced, benefiting the landlord, the tenants submit that the landlord should re-pay them the $8,800.00 they gave to CRA.

In addition, the tenants seek return of the security deposit of $800.00 that they claim CRA credited to the landlord's tax liability. I have addressed this issue under the previous section entitled "Security deposit".

The landlord was in disagreement that the tenancy agreement was frustrated or void and pointed out that the tenants' obligation to pay rent under the tenancy agreement was redirected to be made payable to CRA. The tenants continued to have use and occupation of the rental unit despite the garnisheeing order.

Loss of quiet enjoyment

The tenants seek compensation of $9,500.00 for loss of quiet enjoyment. The tenants calculated this sum as being $25.00 per hour for 20 hours per month for 19 months. The tenant's written submission indicated the 19 months were April 2016 through November 2, 2017 although during the hearing the tenants acknowledged their submission should have read November 2, 2016, or 7 months of loss of quiet enjoyment.

The tenants submitted that since receiving the garnisheeing order they experienced loss of quiet enjoyment in suffering from a great amount of stress worrying about the debt they may be responsible to pay to CRA; communicating with CRA; and, fielding the landlord's schemes to avoid paying CRA including an attempt to have them enter into a sub-lease with another individual to avoid the garnisheeing order. The tenants expressed that they were very uncomfortable with participating in such an illegal scheme.

The landlord acknowledged that after receiving the garnisheeing order the tenants spent time communicating with the landlord and CRA; however, the landlord thought the tenants' request for compensation was unreasonable. The landlord submitted that one hour per month or six hours in total would be a more reasonable amount of time to compensate the tenants. The landlord submitted that the burden on the tenants was not that onerous. The landlord had asked the tenants to hold off on paying CRA while he tried to negotiate with CRA to remove the garnisheeing order and when he was unsuccessful in having the garnisheeing order removed and the tenants were not agreeable to sub-leasing the property he instructed them to forward the rent payments they would have made between April 15, 2016 through September 1, 2016 to CRA. The landlord pointed out that the tenants were left trying to negotiate payments with CRA because they did not set aside the rent payments and that is not the landlord's fault. The landlord acknowledged that he asked the tenants to consider sub-leasing the property from another party to avoid paying the garnisheeing order but when they declined he respected their decision and did not harass them about it.

The tenants also submitted that they also suffered loss of use of the washing machine in their last few months of tenancy. It was agreed upon that in September 2016 the tenants reported to the landlord that the washing machine had broken down and the landlord did not repair it. The tenants stated they had to do their laundry at their daughter's house since there is no laundromat on the island when they resided.

The landlord submitted that a washing machine is not listed as an appliance to be provided under the tenancy agreement. However, the landlord acknowledged that when the washing machine had broken down earlier in the tenancy he had it repaired so that the tenants could use it.

The tenants argued that the rental unit was fully equipped with appliances for them to use.

I noted that the tenancy agreement is silent with respect to the provision of any appliances. The landlord acknowledged that the tenants were also provided a fridge and stove to use during their tenancy and the tenancy agreement did not list those appliances either.

The landlord acknowledged that the tenants' failure to pay rent they owed under the tenancy agreement to CRA was the primary reason he declined to repair the washing machine.

Analysis

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided in section 7 and 67 of the Act. Accordingly, an applicant must prove the following:

1. That the other party violated the Act, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and,
4. That the party making the application did whatever was reasonable to minimize the damage or loss.

Upon consideration of everything presented to me, I provide the following findings and reasons with respect to all of the claims before me.

Landlord's application

Unpaid rent

It is undisputed that the tenants were required to pay monthly rent of $1,600.00 under the tenancy agreement. It is also undisputed that the last payment of rent the tenants made to the landlord was $800.00 on or about April 1, 2016 toward April 2016 rent, and that under their accepted practice the next $800.00 payment would have been due on April 15, 2016.

The first issue for me to determine is whether the tenancy became frustrated upon receipt of the garnisheeing order, as submitted by the tenants. In short, I find the garnisheeing order did not cause the tenancy to become frustrated. Below, I provide my reasons for this finding.

Tenancy agreements may become frustrated and when the agreement is frustrated both parties are released from their respective obligations under the tenancy agreement. Residential Tenancy Policy Guideline 34: *Frustration* provides information and policy statements with respect to frustrated tenancy agreements. The policy guideline provides, in part:

> A contract is frustrated where, without the fault of either party, a contract becomes incapable of being performed because an unforeseeable event has so radically changed the circumstances that fulfillment of the contract as originally intended is now impossible. Where a contract is frustrated, the parties to the contract are discharged or relieved from fulfilling their obligations under the contract.
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> The test for determining that a contract has been frustrated is a high one. The change in circumstances must totally affect the nature, meaning, purpose, effect and consequences of the contract so far as either or both of the parties are concerned. Mere hardship, economic or otherwise, is not sufficient grounds for finding a contract to have been frustrated so long as the contract could still be fulfilled according to its terms.

From what I heard, the garnisheeing order was unexpected, by the tenants at least; however, I am not satisfied that the tenants ability to occupy the rental unit for its intended purpose ceased and the tenants actually continued to use the rental unit as their residence for several months after receiving the garnisheeing order. Also, according to the garnisheeing order, the tenant's obligation not pay CRA was the amount payable under the tenancy agreement, or the tax liability, whichever was less.

Therefore, I find the receipt of the garnisheeing order did not radically change the terms of tenancy and I reject the tenants' argument that the tenancy agreement became frustrated.

Having rejected the tenants' argument that the tenancy became frustrated, I find the parties remained obligated to bring the tenancy to an end by giving a proper notice to end tenancy. The landlord had emailed a 10 Day Notice to End Tenancy for Unpaid Rent to the tenants, which is an improper way to serve a document. Nevertheless, the tenants received the 10 Day Notice but rejected the Notice as being of any force or effect on them. It would appear that the landlord conceded since he did not pursue enforcement of that 10 Day Notice or otherwise serve them with another notice to end tenancy in one of the permissible ways.

The tenants emailed a notice to end tenancy to the landlord on November 6, 2016 indicating they had already moved out on October 31, 2016, which is also an improper way to give a notice to end tenancy. In order to bring the tenancy to an end October 31, 2016 the tenants would have to give a notice to the landlord in September 2016, as required under section 45 of the Act. Furthermore, there is no verification that the tenants actually gave up possession of the rental unit to the landlord on or before October 31, 2016 and during the hearing, the tenants acknowledged that they were still vacating and cleaning the rental unit until November 2, 2016. Accordingly, I find the tenants were still in possession of the rental unit after October 31, 2016 and they are liable to pay rent for November 2016.

I make no award for loss of rent for December 2016 as the landlord did not provide evidence to corroborate that he tried to find replacement tenants. Rather, I note that in an email communication with the tenants he indicated people had been viewing the property with a view to developing the property and the landlord acknowledged he put the property up for sale, possibly in December 2016. The tenants also questioned whether the landlord tried to re-rent the unit or could have re-rented it because of the garnisheeing order. Since an applicant bears the burden to prove they took reasonable steps to mitigate losses, and where a landlord claims for multiple months of loss of rent, I find it reasonable to expect to be provided evidence to demonstrate advertising efforts that were made. I find the landlord did not sufficiently satisfy me that reasonable steps were taken to try to re-rent the unit. Therefore, I make no award for loss of rent for December 2016.

The total amount of rent payable for the period of April 15, 2016 through November 30, 2016 is $12,000.00 [$1,600.00 x 7.5 months] and the tenants made payments of

$8,800.00 to CRA for the benefit of the landlord which leaves an unpaid difference of $3,200.00.

As for the security deposit, the tenants did not provide documentary evidence to demonstrate the landlord's tax liability was credited a further $800.00 for the security deposit and I have accepted that the landlord is still holding the security deposit. I authorize the landlord to retain the tenants' security deposit in partial satisfaction of the unpaid rent.

In light of the above, I award the landlord unpaid rent up to and including the month of November 2016 in the amount of $3,200.00 less the $800.00 security deposit for a net award of $2,600.00.

Late fees

The tenancy agreement provides for the payment of late fees. The landlord seeks late fees for the months of September 2016 through December 2016; however, after April 8, 2016 the tenants were required to pay rent to CRA, not the landlord, under the garnisheeing order. Therefore, I make no award for late fees to the landlord.

Rent increase

Where a landlord seeks to increase the rent, the landlord must serve the tenant with a Notice of Rent Increase in the approved form. Service must be done in a manner that complies with section 88 of the Act. Emailing the Notice of Rent Increase is not a recognized method of service under section 88.

Further, a Notice of Rent Increase must be given with at least three full months of advance notice. Pursuant to the tenancy agreement, the rental month ran from the first day of every month to the last day of every month. Accordingly, giving a Notice of Rent Increase in the month of September 2016 means the month of September 2016 is not counted as a full month of notice. Rather, the full months of advance notice would be October 2016, November 2016 and December 2016 which would result in a rent increase becoming effective no sooner than January 1, 2017. Since the tenancy ended before the rent increase could take effect I find the landlord is not entitled the rent increase he requested.

Carpet cleaning

I was provided disputed oral evidence as to the condition of the carpeting at the end of the tenancy and no other corroborating evidence such as photographs or condition inspection reports. The landlord did provide a carpet cleaning receipt but it was dated several months after the tenancy ended and I find it is weak evidence as to the condition of the carpeting at the end of the tenancy. I find the disputed verbal testimony and the receipt dated several months after the tenancy ended does not persuade me that the tenants are responsible for paying for this expenditure. Therefore, I deny this portion of the landlord's claim.

Carpet damage

The landlord did not provide any photographic or documentary evidence to demonstrate the tenants damaged the carpeting or that the landlord suffered a loss of $800.00 as a result. Therefore, I find the landlord failed to meet its burden of proof and I deny the landlord's claim for carpet damage.

Tenants' application

Return of payments to CRA

For reasons provided earlier in this analysis, I have rejected the tenants' position that the tenancy became frustrated. I have found that the payments the tenants made to CRA were less than the amount of rent they were required to pay under their tenancy agreement and the payments the tenants did make to CRA have been credited against the tenants' rent obligation. Therefore, I deny their request that I order the landlord return to the tenants the sum of the payments they made to CRA instead of paying the landlord rent.

Loss of quiet enjoyment

The tenants' submissions concerning loss of quiet enjoyment pertained primarily to suffering stress and worry after receiving the garnisheeing order from CRA. In summary, the tenants submitted that they suffered sleepless nights, suffered stress and anxiety over their potential to owe CRA the amount of the landlord's tax liability; deciding whether to move out of the property; and, fielding the landlord's attempts to create a new sub-tenancy agreement to avoid paying CRA.

Under section 28 of the *Act* a tenant is entitled to quiet enjoyment, including, but not limited to the rights to:

- reasonable privacy;
- freedom from unreasonable disturbance;
- exclusive possession, subject to the landlord's right of entry under the Legislation; and
- use of common areas for reasonable and lawful purposes, free from significant interference.

Residential Tenancy Policy Guideline 6: *Right to Quiet Enjoyment* provides information and policy statements with respect to the right to quiet enjoyment. The policy guideline provides, in part:

> **B. BASIS FOR A FINDING OF BREACH OF QUIET ENJOYMENT**
> A landlord is obligated to ensure that the tenant's entitlement to quiet enjoyment is protected. A breach of the entitlement to quiet enjoyment means substantial interference with the ordinary and lawful enjoyment of the premises. This includes situations in which the landlord has directly caused the interference, and situations in which the landlord was aware of an interference or unreasonable disturbance, but failed to take reasonable steps to correct these.
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> Temporary discomfort or inconvenience does not constitute a basis for a breach of the entitlement to quiet enjoyment. Frequent and ongoing interference or unreasonable disturbances may form a basis for a claim of a breach of the entitlement to quiet enjoyment.
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> **Compensation for Damage or Loss**
> A breach of the entitlement to quiet enjoyment may form the basis for a claim for compensation for damage or loss under section 67 of the RTA and section 60 of the MHPTA (see Policy Guideline 16). In determining the amount by which the value of the tenancy has been reduced, the arbitrator will take into consideration the seriousness of the situation or the degree to which the tenant has been unable to use or has been deprived of the right to quiet enjoyment of the premises, and the length of time over which the situation has existed.

[My emphasis underlined]

I accept that upon receiving the garnisheeing order and communicating with the landlord, who asked the tenants to refrain from paying CRA for a period of time, the tenants experienced some uncertainty and had to spend some time communicating with the landlord and CRA. I also accept that these circumstances are not usually anticipated or experienced by a tenant. However, I find the interference with enjoyment of the property does not rise to the level of significant interference. In accommodating the landlord's request to refrain from paying CRA the rent for a period of time the tenants only had to set aside the rent money they would have paid in any event and then forward it to CRA when the landlord instructed them to forward the money. For whatever reason the tenants had not set aside the rent money they would have paid and apparently had to enter into negotiations with CRA but I find the stress and anxiety over those negotiations is attributable to the tenants' actions.

It is also undisputed that the landlord proposed entering into a sub-lease agreement to avoid CRA collecting from the tenants; however, the tenants rejected this arrangement and I do not see evidence the landlord otherwise harassed them. The landlord had made this proposal to the tenants on September 2, 2016, which the tenants' rejected on September 3, 2016 and informing the landlord that the tenancy had become unenjoyable for them, and the landlord's response to them was "I totally understand and I am sorry that the tenancy has not been enjoyable. Please submit the $8,000.00 that is due to CRA and send me confirmation…"

In discussing the requirements of the garnisheeing order with the tenants during the hearing it was apparent to me that they had a misunderstanding of their liability and obligations under the garnisheeing order. To illustrate: during the hearing the tenants alluded to being responsible for the landlord's total tax liability to CRA; yet, the garnisheeing order is clear that the tenants only had to pay the amount of rent payable to the landlord or the tax liability, whichever amount was less. The tenants were not obligated to pay CRA any more than the rent they would have paid to the landlord. Accordingly, I am of the view that the significant level of stress they claim they experienced was due to their own misunderstanding of the garnisheeing order even though it was clearly written by CRA and explained by the landlord in a communication he sent to them.

Also of consideration is that the tenants claim for loss of 20 hours every month after receiving the garnishing order; however, the tenants did not provide a detailed breakdown of the hours they claim were lost due to the garnisheeing order and as I have found above, I find much of the tenants' stress is attributable to their own misunderstanding and actions. The landlord submits that 20 hours per month is

excessive and proposed to compensate the tenants for some time that they would have spent communicating with him or CRA and I share that view. Accordingly, I find the landlord's proposal to compensate the tenants for one hour per month to be more reasonable and I make the following award to the tenants:

1 hour x 8 months (April 2016 through to November 2016) x $25/hr = $200.00

As for loss of use of the washing machine, I find that the tenants were entitled to use of a washing machine as a term of their tenancy agreement. Although the tenancy agreement is silent with respect to the provision of any appliances, the landlord acknowledged that appliances were supplied with the rental unit for the tenants' use and were repaired during the tenancy prior to their discord that arose in September 2016. Therefore, I am of the view that the tenancy agreement contained a mutual mistake in failing to describe the appliances that were provided as part of the tenancy agreement.

The landlord acknowledged that he was aware the washing machine broke down and that he did not repair it due to a dispute over money the tenants had not paid to CRA. A landlord is required under the Act to maintain the residential property and appliances provided under the tenancy agreement and there is no exemption to this requirement even if there is a dispute concerning rent payments. Accordingly, I find there is a breach of contract and the Act by the landlord in failing to repair the washing machine in a timely manner.

The tenants did not provide particulars as to the loss suffered or additional expenses incurred as a result of the loss of a working washing machine; however, in recognition of the landlord's breach I find it reasonable to award the tenants a nominal award of $50.00 per month for the months of September 2016 through November 2016, or $150.00.

Filing fees and Monetary Order

Both claims had some merit and some portions or both claims were dismissed. As such, I make no award for recovery of the filing fee to either party.

Pursuant to section 72 of the Act, I offset the tenants' awards against the landlord's awards and I provide the landlord with a Monetary Order in the net amount calculated as follows:

Unpaid and/or loss of rent:	$3,200.00
Less: security deposit	(800.00)
Total award to landlord	$2,600.00
Less: award to tenants	
Loss of quiet enjoyment	(200.00)
Loss of use of washing machine	(150.00)
Monetary Order for landlord	$2,050.00

Conclusion

Both applications were partially successful. The landlord is authorized to retain the security deposit and after all off-setting, the landlord is provided a Monetary Order for the net amount of $2,050.00 to serve and enforce upon the tenants.

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: March 21, 2018

Residential Tenancy Branch