Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MAPLE LEAF PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC RR ERP MNDC RP FF

Introduction

This hearing was convened pursuant to Applications for Dispute Resolution, submitted by the Tenants. Pursuant to an interim decision issued on March 26, 2018, the individual claims were joined to be heard together. The Tenants applied for the following relief, pursuant to the *Residential Tenancy Act* (the "*Act*"):

- an order that the Landlord comply with the *Act*, regulation, and/or the tenancy agreement;
- an order reducing rent for repairs, services of facilities agreed upon but not provided;
- an order that the Landlord make emergency repairs for health or safety reasons;
- a monetary order for money owed or compensation for damage or loss;
- an order that the Landlord make repairs to the unit, site or property; and
- an order granting recovery of the filing fees paid to make the Application.

The Landlord was represented at the hearing by C.A. and D.J., agents. The Tenants were represented at the hearing by the Lead Tenant. Other Tenants attended the hearing but did not participate directly. The Tenants also relied on the testimony of R.A., a former caretaker in the building. All giving testimony provided a solemn affirmation.

The Lead Tenant testified that the Landlord was served with the Application package on January 21, 2018, and with documentary evidence packages on April 10, April 18, and April 24, 2018. The Landlord's agents confirmed receipt.

The Landlord's agents testified the documentary evidence was served on the Tenants, on April 13, 2018. The Lead Tenant acknowledged receipt.

No further issues were raised with respect to service or receipt of the above documents. Pursuant to section 71 of the *Act*, I find the parties were sufficiently served with the above documents for the purposes of the *Act*.

Further, at the conclusion of the hearing on June 28, 2018, the parties were ordered to submit and serve reports related to the ventilation system. The parties were specifically instructed that no further documentary or digital evidence was to be submitted. Both the Landlord and the Tenants submitted further documentary evidence. However, only evidence submitted in accordance with my order has been considered in this Decision.

The parties were given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. As the parties submitted extensive documentary and digital evidence, the parties were advised to refer me to any documentary evidence upon which they wished to rely. 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.

Issues to be Decided

1. Are the Tenants entitled to an order that the Landlord comply with the *Act*, regulation, and/or the tenancy agreement?
2. Are the Tenants entitled to an order reducing rent for repairs, services of facilities agreed upon but not provided?
3. Are the Tenants entitled to an order that the Landlord make emergency repairs for health or safety reasons?

4. Are the Tenants entitled to a monetary order for money owed or compensation for damage or loss?
5. Are the Tenants entitled to an order that the Landlord make repairs to the unit, site or property?
6. Are the Tenants entitled to an order granting recovery of the filing fees paid to make the Application?

Background and Evidence

The dispute relates to rental units located in a rental property located in the City of Vancouver (the "City"). The Lead Tenant described a number of the Tenants' concerns, which are addressed below:

Security

The Lead Tenant testified that the Tenants have agreed to claim $300.00 per Tenant per month due to security concerns at the rental property. Further, the Lead Tenant added that the Tenants want the locks changed, for the Landlord to re-hire security, and to place a roof over the garbage area.

On behalf of the Tenants, the Lead Tenant expressed concern about the effectiveness of the sliding chain door locks in the Tenants' rental units. In support, the Tenants relied upon a video file that depicted a simulation showing someone reaching into a rental unit, unlocking the door, and gaining access. The Tenants also relied upon a recorded conversation between a tenant (who is not a party to this dispute) and a locksmith hired by the Landlord. Although the tenant questioned the locksmith about the installation of the lock, the locksmith is heard to say there was "nothing wrong" with the "basic chain lock".

In reply, D.J. confirmed that a locksmith attended the rental property and that the sliding chain door locks were installed appropriately. D.J. also noted that deadbolt locks are installed in each of the Tenants' rental units and are available for use.

In addition, the Lead Tenant testified to his belief that keys have gone missing and are being used to access rental units illegally. He suggested current or former caretakers were responsible. In support, the Lead Tenant referred to a number of documents that were submitted into evidence. Several examples are provided. In a letter dated December 3, 2017, a tenant (who is not a party) advised D.J. that there had been unauthorized entries to her unit in the past year, and that someone had gone through her drawers. She also advised that certain repairs were not completed as requested. The letter expressed the tenant's frustration that her complaints had not been addressed by the Landlord's representative.

Further, in an email from the Lead Tenant to the Landlord, dated December 29, 2014, he advised that certain clothing items had gone missing from his unit, described illegal activity, and expressed frustration at the Landlord's lack of response to his and other complaints.

In an email chain created by a tenants' association, concerns included security, repairs, office service and attitudes, parking, and building cleanliness. In one such email dated January 18, 2015, a tenant complained that he felt intimidated by the Landlord's agents, C. and A. In another email, dated January 22, 2015, an anonymous tenants expressed concerns about someone entering her apartment, repairs not being completed, the constant breakdown of the elevators in the building, and fear of repercussions from the Landlord's agents, C. and A.

An email from a police officer to the tenants' association, dated February 5, 2015, confirmed the tenants' concerns about entries to their rental units were reported to police and that a "suspicious circumstances" file was opened. However, in reply, D.J. referred me to an email from the police officer, dated February 17, 2015, in which the police officer stated: "I made it very clear to the tenants that, at this time, there is no evidence to tie these allegations to the Caretakers and that any attempts to do so, without evidence, are in appropriate."

In addition, D.J. advised the Tenants' concerns were addressed in a letter dated March 17, 2015, submitted with the Landlord's documentary evidence. In it, D.J. responded to an anonymous letter from a group of tenants. In it, she addressed tenant concerns about parking, repairs, security of rental units, and elevator issues. The letter also provided contact information in the event of an emergency.

On behalf of the Tenants, the Lead Tenant also testified that a former security guard at the rental property was laid-off, reducing the level of security. In reply, the D.J. testified that the Landlord continues to hire a security company, which performs three sweeps of the rental property per week at random intervals.

The Lead Tenant referred to more recent correspondence from the Landlord to all tenants in the building, dated January 29, 2018, a copy of which was submitted into evidence. The note was a reminder to all tenants not to hold the doors for strangers. It appears that two individuals had recently entered the building and were observed to be engaged in drug use in the lobby.

In reply, D.J. acknowledged the note was provided to tenants to discourage any unauthorized entries to the rental property.

The Tenants' witness, R.A., was a live-in caretaker at the rental property from May – September 2015. He testified that during his employment, he regularly prepared lists of priorities to be addressed in the building, often based on feedback from tenants. Specifically, he testified that concerns with respect to locks and security, and the ventilation system, were put before the Landlord but were not made a priority. In reply, D.J. testified that R.A. was employed by the Landlord for a short time and did not finish a probation period.

Ventilation

The Lead Tenant testified that issues with the ventilation system have been ongoing for many years. He advised that the Landlord has been aware of the Tenants' concerns but has not responded appropriately by making repairs. Specifically, the Lead Tenant advised that smoke detectors go off when cooking, the air in the Tenants' bathrooms is stagnant, and that odours remain in the rental units. More recently, smoke from wildfires in the Province has entered the Tenants' units and could not effectively be removed by the ventilation system. The lack of ventilation has also impacted the Tenants' sleep.

During the hearing on April 25, 2018, D.J. advised the Landlord has arranged to have the ventilation system repaired, and that it would commence on April 26, 2018. However, as of the date of the hearing on August 23, 2018, the system was not working, and the City has taken steps to force the Landlord to make repairs.

As noted above, the parties were directed to submit and serve reports relating to the ventilation system. The report relied upon by the Tenants was based on inspections conducted by a City inspector on September 8, 2017, and January 8, 2018. It referred to ongoing issues with kitchen and bathroom ventilation in various units in the building. However, the names of occupants and their unit numbers were redacted. The recommendation was "to hire a professional HVAC company to inspect the building's HVAC systems and to provide a written report on the findings and recommendations for remediation and repair as required."

Further, in a City Inspection Report dated March 26, 2018, R.W. noted there had been 311 complaints received from tenants about the ventilation in the rental property. The Landlord was advised of the standards for ventilation and indoor air quality, and was instructed to "provide the City with evidence of the proper functioning of the in-suite ventilation in all units within 30 days".

A subsequent report relied upon the by the Tenants was based on an inspection conducted by R.W. on May 31, 2018. The inspector concluded "the mechanical ventilation system as a whole was deficient and did not appear to be working effectively." The report confirms that following the inspection D.J. was instructed to hire a contractor with the appropriate experience or a mechanical engineer, to make recommendations.

On June 5, 2018, the Landlord was ordered to retain a mechanical engineer to provide a written report detailing the necessary remediation measures required, and to complete the required repairs on or before June 19, 2018.

The Lead Tenant also testified that the non-functioning ventilation system has had negative health effects on the Tenants, and that a number of tenants have moved out as a result of ongoing issues.

In reply, D.J. testified that a mechanical engineer was hired in May 2018, and that the work will take place from September 4 to November 5, 2018. The cost of the work will exceed $100,000.00. D.J. advised the City is aware of the work taking place.

New Windows

The Lead Tenant testified that this aspect of the claim is part of the claim for compensation for ventilation issues. The Lead Tenant stated that the Landlord replaced windows in the rental property in May 2016. However, he stated the windows are too small. In addition, the Tenants have to close the windows due to construction noise. As the ventilation system does not function optimally, the Tenants' units get hot. When the windows are open, noise and construction dust enter the rental units.

In reply, D.J. testified the previous windows were upgraded in May 2016 and were replaced with new, double-pane windows. She claimed the Landlord was not made aware of issues and that there is minimal noise when the windows are closed.

Unsanitary Conditions

On behalf of the Tenants, the Lead Tenant testified about unsanitary conditions in and around the rental property. He confirmed the Tenants' agreement to claim $150.00 per month per Tenant. The Tenants also requested an order that the Landlord place a roof over the garbage area.

Specifically, the Lead Tenant testified that in May 2016, the Landlord moved the underground garbage area to an unprotected and uncovered area. Since that time, the garbage area has been dirty, homeless individuals have been observed, and mice have become an issue. According to the Lead Tenant, mice have moved into the building. In support, the Lead Tenant

referred me to photographic and video evidence depicting the garbage area and confirming the presence of mice in the rental building. The Lead Tenant testified that the Tenants want the area cleaned and a roof installed.

In reply, D.J. acknowledged the garbage area was moved as claimed. However, D.J. testified the garbage area is surrounded by a chain-link fence and that only the Tenants have keys to access the area. D.J. also submitted that the Tenants have a responsibility to ensure the security of the garbage area, and referred me to five memos sent to the Tenants, copies of which were included with the Landlord's documentary evidence. In the most recent memo, dated May 12, 2017, the Landlord requested that refundable items not be left in the garbage area, and that the door be locked.

In addition, D.J. testified the Landlord was not previously aware of a pest issue in the building. The Lead Tenant disputed this testimony, referring to communications with the Landlord for the past three years. D.J. testified further that the Landlord has a long-term contract with a pest control company which performs monthly inspections. A copy of the agreement was submitted into evidence by the Landlord.

Loss of Underground and Visitor Parking

The Lead Tenant testified that parking was lost when the Landlord commenced construction of a project on a nearby lot and the parking area was used for construction supplies. He testified the Tenants have agreed to claim compensation in the amount of $7,200.00 per Tenant. The Lead Tenant testified there is a "parking crisis" in his community and that the removal of parking has made life difficult for the Tenants, who now have to drive around looking for street parking. The Lead Tenant testified his vehicle has been vandalized and gets dirty more quickly. On behalf of the Tenants, the Lead Tenant suggested parking was included in rent and that the Tenants were not compensated when parking stalls were put to another use. A tenant leger for B.V, submitted with the Tenants' documentary evidence, confirmed B.B. was not charged for parking after construction began.

Speaking personally, the Lead Tenant confirmed that he previously had a parking contract, which was cancelled in June 2011. However, he testified that he was subsequently given a "free" parking space. Although he testified he had an email confirming his entitlement to a free parking space, a copy was not submitted with the Tenants' documentary evidence.

In reply, D.J. testified that parking is not included in rent but that tenants who wish to park on-site enter into a separate parking agreement. She testified that only four of the units occupied by parties to these proceedings – the Lead Tenant, H.T., G.H., J.A., and B.V. – have had such an agreement. She acknowledged these Tenants have not paid for parking since the stalls have been used to store construction materials. This was not disputed by the Lead Tenant.

Construction Noise

On behalf of the Tenants, the Lead Tenant testified they have suffered a loss of quiet enjoyment due to "extreme" construction noise. He confirmed the Tenants have agreed to claim $300.00 per rental unit per month. The Lead Tenant testified that the construction project commenced in May 2016. Since that time, construction noise has continued Monday to Saturday from 6:30 a.m. to 11:00 p.m. Specifically, the Lead Tenant referred to noise from machinery. In support, the Tenants submitted video evidence which depicts construction and associated noise.

In reply, D.J. confirmed there is no construction occurring in the Tenants' building, but acknowledged the Landlord is engaged in another construction project at a nearby site. With respect to the Lead Tenant's suggestion that workers were operating outside the hours permitted in local by-laws, D.J. stated there was one occurrence on January 11, 2018, but that crews otherwise act within the by-laws. She also stated the Landlord had not been notified of the multiple occurrences as alleged.

Swimming Pool

On behalf of the Tenants, the Lead Tenant testified the pool could not be enjoyed because of construction materials on the pool deck. The Lead Tenant also testified that trucks involved in the construction of the other building parked in the alley beside the rental property and adjacent to the pool, creating noise and dirt. The Lead Tenant referred to a photograph and two videos of cement trucks operating in the alley. In addition, the Lead Tenant testified that garbage has been placed near the pool as a result of the construction, resulting in a rodent problem.

In reply, D.J. testified that the pool remains “nice and clean”, that there are no issues with the pool, and that there is no rat problem. She also testified she does not know about the trucks and that they are not related to the construction, but that may be related to works undertaken by the city.

The Tenants

During the hearing, the Lead Tenant confirmed that T.J. (#1202), and O.H. and J.N. (#1707) moved out of their rental units on May 31, 2018. R.C. (#402) moved out of the rental unit on August 31, 2018.

Further, written statements were provided by a number of Tenants. Combined, these letters express the Tenants’ shared concerns including construction noise, poor ventilation in the rental property, the condition of the garbage area, concerns about safety provided by door latches, water pressure, security in the bike storage area, and reduced visitor parking.

Analysis

Based on the documentary evidence and oral testimony provided during the hearing, and on a balance of probabilities, I find:

Section 67 of the *Act* empowers me to order one party to pay compensation to the other if damage or loss results from a party not complying with the *Act*, regulations or a tenancy agreement.

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 for in sections 7 and 67 of the *Act.* 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 what was reasonable to minimize the damage or loss.

In this case, the burden of proof is on the Tenants to prove the existence of the damage or loss, and that it stemmed directly from a violation of the *Act,* regulation, or tenancy agreement on the part of the Landlord. Once that has been established, the Tenants must then provide evidence that can verify the value of the loss or damage. Finally it must be proven that the Tenants did what was reasonable to minimize the damage or losses that were incurred.

The issues have been addressed as presented during the hearing:

Security

The Tenants' claimed compensation in the amount of $300.00 per Tenant per month related to concerns about security at the rental property. The Lead Tenant added that the Tenants want the locks changed and for the Landlord to re-hire security.

Of particular concern was the effectiveness of sliding chain locks in the rental units. However, I am satisfied there is sufficient evidence before me to confirm that "basic chain locks" are installed appropriately and that deadbolt locks are available to the Tenants.

Further, I find the security hired by the Landlord is appropriate, although I appreciate the Tenants believe it is not sufficient. In any event, no submissions were made that would lead me to conclude the Act empowers me to order the Landlord to hire security personnel.

With respect to the Tenants' suggestion that current or former caretakers have entered rental units and stole Tenants' belongings, I find that, as stated in the police officers email dated February 17, 2017, "there is no evidence to tie these allegations to the Caretakers".

In light of the above, I find the Tenants' request for compensation, to have the locks changed, and for the Landlord to re-hire on-site security are declined. This aspect of the Tenants' Applications is dismissed, without leave to reapply.

Ventilation & Windows

With respect to the Tenants' claim for compensation and repairs to the ventilation system, I am satisfied that the Landlord has been aware of concerns about the ventilation system for a number years but that the Tenants' concerns have not been addressed. The Lead Tenant testified that some of the Tenants have experienced discomfort, odours, and deleterious health effects.

Further, recent inspections completed by City inspectors have resulted in an order that the Landlord retain a mechanical engineer to provide a written report detailing the necessary remediation measures required, and to complete the required repairs. D.J. testified that the Landlord is working with the City, that a mechanical engineer has been hired, and that the repairs are expected to take place from September 4 to November 5, 2018.

In addition, the Lead Tenant testified that issues with windows installed in 2016 is included in the claim for compensation for ventilation issues. To summarize, the Lead Tenant testified that the new windows are too small and exacerbate the ventilation and construction noise issues.

I find the Tenants experienced losses due to issues with the ventilation system. Specifically, the Lead Tenant testified that some Tenants have experienced health concerns, that smoke detectors go off when Tenants are cooking, that air in the bathrooms is stagnant, and that odours remain in the rental units.

Section 7 of the *Act* confirms that landlords and tenants who make a claim for compensation for damage or loss must do whatever is reasonable to minimize the damage or loss. In this case, despite the history of complaints, the majority of the Tenants' Applications were not made until

2018. Accordingly, I find it appropriate in the circumstances to grant the Tenants compensation in the amount of $100.00 per month from September 1, 2017, to September 30, 2018, as follows:

Unit	Tenancy	Compensation
#1708	Ongoing	$1,300.00
#1401	Ongoing	$1,300.00
#1805	Ongoing	$1,300.00
#1707	Ended May 31, 2018	$900.00
#806	Ongoing	$1,300.00
#401	Ongoing	$1,300.00
#402	Ended August 31, 2018	$1,200.00
#1906	Ongoing	$1,300.00
#707	Ongoing	$1,300.00
#1202	Ended May 31, 2018	$900.00

Further, I order that effective October 1, 2018, the Tenants whose tenancies are ongoing (see above) may continue to deduct $100.00 per month from rent due until and including the month the repairs to the ventilation system are completed, or until the month in which their tenancy ends.

The Tenants of units #1707, #402, and #1202 will receive monetary orders that may be enforced as described below.

Unsanitary Conditions

The Tenants claimed compensation due to the deteriorating condition of the garbage area, and an order that the Landlord place a roof over it. The Lead Tenant testified that the underground garbage area was moved to an unprotected and uncovered area, giving rise to problems such as garbage, homeless individuals, and mice.

After careful consideration, I find there is insufficient evidence before me to confirm the Landlord's decision to move the garbage area from a covered to an uncovered area resulted in the issues described by the Lead Tenant. Further, I find it is reasonable for the Landlord to assert that all Tenants bear some responsibility for the security and cleanliness of the garbage area. Further, I also find the Landlord has a contract with a pest control company, which performs inspections at reasonable intervals. Accordingly, I find that this aspect of the Tenants' Applications is dismissed, without leave to reapply.

Loss of Underground and Visitor Parking

The Tenants each claimed compensation in the amount of $7,200.00 because parking was lost when the Landlord commenced construction of a project on a nearby lot, and the parking area

was used to store construction supplies. According to the Lead Tenant, this has made parking difficult for the Tenants.

After careful consideration of the evidence and submissions, I find it is more likely than not that parking is not included in rent, although some Tenants may have considered spaces used as assigned to them. I find there is insufficient evidence to confirm the Lead Tenant's assertion that he was given "free" parking. I accept the evidence of D.J., who testified that Tenants who wish to park on-site have parking agreements, and that the four Tenants in this dispute who entered into parking agreements with the Landlord have not been required to pay for parking since construction began. As a result, I am not satisfied the Tenants have suffered a loss. This aspect of the Tenants' Application is dismissed, without leave to reapply.

Construction Noise

The Tenants claimed $300.00 per rental unit per month since construction commenced in May 2016. The Lead Tenant testified the disruption is "extreme". However, D.J. testified there is no construction occurring in the Tenants' building, but acknowledged the Landlord is engaged in another construction project at a nearby site.

Section 28 of the *Act* states:

> *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.*
>
> [Reproduced as written.]

Policy Guideline #6 elaborates on the meaning of a tenant's right to quiet enjoyment. It states:

> *The modern trend is towards relaxing the rigid limits of purely physical interference towards recognizing other acts of direct interference. 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 for a basis for a claim of a breach of the covenant of quiet enjoyment. Such interference might include serious examples of:*
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> - *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.*
>
> *Temporary discomfort or inconvenience does not constitute a basis for a breach of the covenant of quiet enjoyment.*
>
> *…*

> *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.*
>
> *A tenant does not have to end the tenancy to show that there has been sufficient interference so as to breach the covenant of quiet enjoyment; however, it would ordinarily be necessary to show a course of repeated or persistent threatening or intimidating behaviour. A tenant may file a claim for damages if a landlord either engages in such conduct, or fails to take reasonable steps to prevent such conduct by employees or other tenants.*
>
> [Reproduced as written.]

In this case, I accept the Lead Tenant's testimony that the Tenants have been disturbed by the construction. However, the construction is occurring on an adjacent site, not to the building occupied by the Tenants. If the construction was being undertaken by a different landlord, the Tenants would have no recourse under the *Act* as there would be no tenancy relationship. In any event, I find that construction noise is to be expected in urban areas and is a reasonable use of the adjacent site by the Landlord. Accordingly, I find the construction noise is not an unreasonable disturbance as contemplated under Policy Guideline #6. This aspect of the Tenants' Application is dismissed, without leave to reapply.

Swimming Pool

The Tenants claimed compensation for loss of use of the swimming area due to construction materials on the pool deck and trucks involved in the construction being parked in the alley beside the pool. However, D.J. testified that the pool area is "nice and clean", and is useable.

I find there is insufficient evidence before me to conclude the Tenants have suffered a loss of use of the swimming area. While I accept some of the deck space may be occupied by stored materials, I find this does not prevent the Tenants from making full use of the pool area. Further, I find there is insufficient evidence before me to conclude the trucks are involved in the Landlord's construction project. Accordingly, this aspect of the Tenants' Application is dismissed, without leave to reapply.

Having been partially successful, each of the Tenants is granted a monetary award of $100.00 in recovery of the filing fee paid to make the Applications.

Conclusion

Pursuant to section 67 of the *Act*, I order that the occupants of units #1708, #1401, #1805, #806, #401, #1906, and #707 are granted monetary awards in the amount of $1,400.00, which is comprised of $1,300.00 in compensation and $100.00 in recovery of the filing fees paid to

make the Applications. This compensation, awarded to each rental unit and not to each Tenant, is for the period from September 1, 2017 to September 30, 2018, inclusive. I order that each rental unit may deduct this amount from future rent payments at their discretion.

Pursuant to section 67 of the *Act*, O.A.H. and J.A.N. (#1707) are granted a monetary order in the amount of $1,000.00, which is comprised of $900.00 in compensation and $100.00 in recovery of the filing fee paid to make their Application.

Pursuant to section 67 of the *Act*, T.L.J. (#1202) is granted a monetary order in the amount of $1,000.00, which is comprised of $900.00 in compensation and $100.00 in recovery of the filing fee paid to make their Application.

Pursuant to section 67 of the *Act*, R.C. (unit #402) is granted a monetary order in the amount of $1,300.00, which is comprised of $1,200.00 in compensation and $100.00 in recovery of the filing fee paid to make their Application.

Pursuant to section 67 of the *Act*, I order that, effective October 1, 2018, units #1708, #1401, #1805, #806, #401, #1906, and #707 may deduct $100.00 from their rent payment until and including the month in which the ventilation system repairs are completed. If there is any uncertainty with respect to when the ventilation system repairs are completed, the parties are at liberty to apply to the Residential Tenancy Branch for a determination.

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

Dated: September 21, 2018

Residential Tenancy Branch