Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, DRI, FF, LRE, O, OLC, RP, RR (Tenants' Application)
OPR, MND, MNR, MNSD, MNDC, FF (Landlord's Application)

Introduction

This hearing convened as a result of cross applications. In the Tenants' Application for Dispute Resolution, filed September 8, 2017, they sought the following relief:

- an Order canceling a 1 Month notice to End Tenancy for Cause;
- compensation for rent paid pursuant to an illegal rent increase;
- an Order restricting the Landlord's right to enter the rental unit;
- an Order that the Landlord comply with the *Residential Tenancy Act,* the *Regulations,* and the tenancy agreement;
- an order that the Landlord make repairs to the rental unit;
- an Order that the Landlord make emergency repairs to the rental unit;
- recovery of the filing fee; and
- other unspecified relief.

In the Landlord's Application for Dispute Resolution, filed on September 17, 2017, she sought the following relief:

- an Order of Possession based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities;
- a Monetary Order for:
  - unpaid rent;
  - damage to the rental unit
  - money owed or compensation for damage or loss under the *Residential Tenancy Act,* the *Regulations,* and the tenancy agreement;
- authority to retain the Tenants' security deposit; and,
- recovery of the filing fee.

The original hearing was conducted by teleconference on December 6, 2017 and February 26, 2018. Both parties called into the hearing on December 6, 2017, although only the Tenants called into the continuation on February 26, 2018. By Decision dated March 2, 2018 the Tenants were awarded monetary compensation and the Landlord's Application was dismissed.

The Landlord applied for Review Consideration of the Decision dated March 2, 2018. By Decision dated April 9, 2018 the Landlord was granted a review hearing.

The Review Hearing was scheduled for June 11, 2018 and continued on August 14, 2018. Both parties called into the dates scheduled for the Review Hearing and were given an opportunity to be heard, to present their affirmed testimony, to present their evidence orally and in written and documentary form, and make submissions to me.

The parties agreed that all evidence that each party provided had been exchanged.

By Interim Decision dated December 7, 2017 I Ordered that neither party submit any additional evidence. On February 16, 2018 the Landlord submitted 111 pages of evidence. Although I excluded this evidence, contained within that document was a statement written by the Landlord in response to the Tenant's claim as well as in support of her claim. Due to a significant language barrier, I informed the parties that I would consider that statement as an aid to the Landlord providing her testimony and submissions. The Tenant confirmed at the hearing on August 14, 2018 that she had a copy of the statement in her possession and was able to review and respond to the statement in the hearing.

No other issues with respect to service or delivery of documents or evidence were raised.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, not all details of the respective submissions and or arguments are reproduced here; further, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Preliminary Matters

The following matters were dealt with in my Original Decision of March 2, 2018 and apply to the Review Hearing as well:

The parties confirmed that the Tenants vacated the rental unit as of September 16, 2017 such that issues relating to the notice to end tenancy, repairs to the rental unit, and the Landlord's right to enter the rental unit were no longer applicable.

At the hearing on December 6, 2017 the parties were asked to identify themselves as well as any others who were either in the room or listening in on the teleconference. At the conclusion of the hearing, it became apparent that a person, who had not been identified, S.A., was in the room. I informed the Landlord that as S.A. was listening to the proceedings he was not permitted to be a witness.

Issues to be Decided

1. Are the Tenants entitled to monetary compensation from the Landlord?

2. Is the Landlord entitled to monetary compensation from the Tenants?

3. Should either party recover the filing fee?

Background and Evidence

At the hearing on June 11, 2018 the Tenant confirmed her testimony from the December 6, 2017 and February 26, 2018 hearing (with one exception to be noted later). For ease of reference I reproduce my summation of that evidence (as written in my Decision of March 2, 2018) as follows:

The Tenant, K.B., testified that this tenancy began December 14, 2013. Monthly rent was payable in the amount of $1,250.00 and was raised to $1,350.00 at the end of the tenancy. The Tenant stated that there were two illegal rent increases such that she paid $1,450.00.

March 14, 2016 the Landlord increased the rent from $1,350.00 to $1,400.00. The Tenant stated that she did not receive written notice for the increase, nor was it increased appropriately, in terms of notice and the amount. The Tenant stated that she paid the illegal rent increase of $50.00 per month from March 14, 2016 to February 2017 when the Landlord increased the rent again (less than a year later) to $1,450.00. The Tenant stated that because of the increase they agreed to a biweekly payment of $670.00 which started February 14, 2017.

In the within hearing the Tenants claimed $2,303.85 in losses, representing 9 weeks of rent. She stated that she lived in the rental unit but was seeking compensation for loss of services during the tenancy.

- *She stated that in December of 2016 the washing machine wasn't working properly and the Tenant wasn't able to do laundry for a period of five months. She stated that the washing machine would start and stop. She stated that it*

used to take 45 minutes to do a load of laundry, but it took 2-3 hours after this as it started and stopped and required manual intervention. The Tenant sought compensation for her loss of time and quality of living. She stated that she did laundry approximately twice a week. She further stated that it was fixed in May of 2017.

- *The Tenant further stated that she did not have mail service from May 17, 2017 to June 28, 2017. She stated that the mailboxes were reinstalled on that date. The Tenant stated that she stood in line to receive the key, but the strata informed her that as a Tenant she was not allowed to have the key. The Tenant stated that the strata office is in another community and she spoke with the Landlord on a few occasions and the Landlord informed her that she would retrieve the key and the Tenant would then be able to pick it up. The Tenant stated that the arrangements did not materialize.*

- *The Tenant stated that on June 28, 2017 she was informed that the Landlord was banned from attending the strata office and was only allowed to write to them. The Tenant stated that on June 28, 2017.*

- *The Tenant stated that she receives a child care subsidy and they only communicate with her via mail. The Tenant stated that the mail was broken into and the mailboxes were removed from December 2016 to May 2017 at which time she had to drive to a Canada Post office approximately 15-20 minutes to pick up the mail.*

- *The Tenant stated that she was asked for supporting documentation from the child care subsidy office, and as she did not receive the letters from their office her child care subsidy payments were impacted, and she had to take a day off to deal with this.*

- *The Tenant further stated that he son has a chromosomal abnormality and as such he goes to a specialized centre which is $760.00 per month, which was fully subsidized. She stated that she was very stressed as she knew that she could not afford to pay this and worried that if they cut her off she would receive a bill she could not pay.*

- *The Tenant also claimed three weeks in compensation claiming they were not able to enjoy the rental unit, from September 4, 2017 until September 16, 2017.*

    - *She stated that the Landlord and her real estate agent, V.L., met with the Tenant on September 4, 2017, as they wanted to list the rental property for sale and wanted the Tenant to move out by November 30, 2017. The Tenant stated that they discussed a mutual agreement to end the tenancy, then the Landlord then refused to sign the agreement. The Tenant stated that the meeting took several hours and the Landlord and her agent were speaking in a different language and also accusing her of not paying her rent.*

- *The Tenant further stated that after the meeting, and on the same day, the Landlord came back to the house and accused the Tenant of being dishonest, and not paying her rent and being a bad person. The Tenant stated that this conversation occurred when they were trying to have dinner and in front of the Tenant's children, who are four and six years old respectively. She stated that she asked the Landlord to leave, and she would not leave for approximately one hour.*

- *The Tenant stated that following that incident, the Landlord began emailing and texting the Tenant repeatedly. The Tenant decided to file for dispute resolution because she felt that would be a better way of determining who owed what and to minimize any further conflict. She also asked the Landlord to communicate in writing, and not to text as she was getting a lot of texts*

- *The Tenant stated that on September 12, 2017.*

At the hearing on June 11, 2018, the Tenant confirmed the above save and except for the following correction. She noted that in the Decision on page 5, I recorded as follows:

> "The Tenant further stated that after the meeting, and on the same day, the Landlord cam back to the house and accused the Tenant of being dishonest, and not paying her rent and being a bad person."

The Tenant confirmed that the meeting occurred on September 4, 2017 and the Landlord came back "the next day" (September 5, 2017).

On June 11, 2018 the Landlord and her interpreter V.L. responded to the Tenant's submissions as follows.

The Landlord confirmed that she did not issue the rent increase in the proper form and that the amounts were not as permitted by the legislation. She stated that she had a conversation with the Tenants and the Tenants agreed to the increase and paid for over a year.

In response to the Tenants' claim for return of 9 weeks of rent, the Landlord testified as follows. The Landlord stated that the washing machine was working, but had a "little bit of a problem". She stated that she was informed by the Tenant, K.B., of the problem and fixed it right away. The Landlord stated that the washing machine was not problem from December 2016 to April 2017; rather it was only two days before April 2017 that she was informed by the Tenant that there was a problem and she immediately resolved the issue. The Landlord said that it is not reasonable that the Tenants would

wait five months to tell the Landlord, as with so many children they would have been doing laundry regularly.

In terms of the Tenants' request for compensation related to an alleged disruption in their mail service, the Landlord testified that the mailbox was not damaged by the Landlord. She stated that the mailbox was not accessible for anyone in the building and the strata made arrangements for the Tenants to obtain her mail at another location.

The Landlord denied that she was banned from the strata office as alleged by the Tenants. She also stated that the Tenants were able to attend the strata office on their own to retrieve the key. She confirmed that she gave the mail key to the Tenants although she could not remember when.

In response to the Tenants' claim that the Landlord and her agent harassed the Tenant, K.B., after she refused to sign a mutual agreement to end tenancy, the Landlord testified as follows. She stated that she met with the Tenant on September 4, 2017 after making an appointment to meet with her. She denied harassing the Tenant and stated that at all times she was polite in her communication. She alleged that the Tenant was lying in this hearing.

The Landlord stated that after the meeting she checked with her bank and saw that the Tenant sent an e-transfer for the rent, but then cancelled the transfer. She then went to the rental unit to speak to the Tenant. She said that the Tenant then refused to communicate with her.

The Landlord also stated that the Tenant called the police and the police called her. The Landlord stated that she explained to the police her side of the story and told the police that the Tenants owed her money and were "always making excuses". The Landlord noted that the police did not attend, and simply informed the Landlord that this was a tenancy matter and they should go to the Residential Tenancy Branch.

As previously noted the Landlord submitted a statement on February 16, 2018. Although I excluded the Landlord's late filed evidence, the parties were informed that I would consider that statement as an aid to the Landlord providing her testimony and submissions. The Tenant, K.B., confirmed at the hearing on August 14, 2018 that she had a copy of the statement in her possession and was able to review and respond to the statement in the hearing.

I asked the Landlord to review her statement and to confirm the contents to be true to and to inform me if any of the contents required correction. The Landlord confirmed the contents of her three page statement.

In terms of her claim, the Landlord confirmed the following:

Outstanding rent	$4,690.00
One month rent for lack of proper notice	$1,450.00
Hydro security deposit used by Tenants towards their hydro utility	$375.00
Outstanding hydro bill	$132.83
Compensation for the Tenants' unauthorized deduction from the rent for repairs to the stove in addition to the cost of the Tenant applying for the cost of the minutes from the Strata	$270.20
Filing fee	$100.00
TOTAL CLAIMED	**$7,018.03**

In response to the Landlord's submissions the Tenant, K.B., testified as follows. The Tenant stated that she reduced her April 2017 rent by $140.00 as she paid for the cost of repairs to the washing machine. She further stated that Landlord was aware this repair was done, and asked for the receipts. The Tenant testified that she provided the Landlord with copies of the receipts proof of which was included in her evidence. The Tenant further testified that deductions for the repairs to the stove as well as obtaining the strata minutes was also agreed to by the Landlord during the tenancy. She stated that the Landlord failed to raise this as an issue at any time until the end of the tenancy.

The Tenant also testified that she did not reverse the rent payment; rather she stated that the Landlord failed to accept her e-transfer. She confirmed this was factored into her calculation of rent owing as detailed in her written submissions.

The Tenant confirmed she did not pay rent for June 20, 2017, August 1, 2017, August 15, 2017, August 29, 2017 and September 12, 2017. Again she confirmed these missed payments were factored into her detailed calculations in her written submissions.

The Tenant further testified that it was her position that the rent was $623.08 every two weeks, not $670.00 as requested by the Landlord (which was the amount pursuant to the illegal rent increase).

In response to the Landlord's claim that she did not provide proper notice to end her tenancy the Tenant stated that she was essentially "evicted" such that she did not have to give notice. The Tenant stated that she received a 10 Day Notice to End Tenancy on September 11, 2017. The Tenant stated that she moved out on September 16, 2017 and did not apply to dispute the notice as the relationship had deteriorated so much that she simply wanted to move out. She also noted that the Landlord had asked her to move out as soon as possible to facilitate the sale of the rental unit (as was discussed on September 4, 2017).

In response to the Landlord's claim regarding the hydro bill the Tenant stated that she agreed that she owed the Landlord $375.00 as she forgot that the Landlord's security deposit was used.

The Tenant further stated that she was never provided any utility bills to support the amounts claimed by the Landlord for the electrical utility and she disputed the amounts claimed.

The Tenant confirmed that the Landlord holds her security deposit in the amount of $675.00. She further confirmed that the amount has not been returned to her.

The Tenant stated that on September 17, 2017 she informed the Landlord that the security deposit could be mailed to the rental unit as all of her mail was being forwarded. She stated that was supposed to be the date of the move out inspection but the Landlord arrived late and then disappeared. She noted that the Landlord was videotaping her and her children and the Tenant did not feel comfortable. She stated that she provided the Landlord with photos of the rental unit at the time. She also noted that the Landlord did not perform a move in inspection.

The Landlord applied for Dispute Resolution on September 17, 2017.

Analysis

The full text of the *Residential Tenancy Act*, Regulation, and Residential Tenancy Policy Guidelines, can be accessed via the website**:** **www.gov.bc.ca/landlordtenant**.

In a claim for damage or loss under section 67 of the *Act* or the tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities.

Section 7(1) of the *Act* provides that if a Landlord or Tenant does not comply with the *Act*, regulation or tenancy agreement, the non-complying party must compensate the other for damage or loss that results.

Section 67 of the *Act* provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

Section 32 of the *Act* mandates the Tenants' and Landlord's obligations in respect of repairs to the rental unit and provides a follows:

Landlord and tenant obligations to repair and maintain

32 (1) A landlord must provide and maintain residential property in a state of decoration and repair that

(a) complies with the health, safety and housing standards required by law, and

> (b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.
>
> (2) A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.
>
> (3) A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.
>
> (4) A tenant is not required to make repairs for reasonable wear and tear.
>
> (5) A landlord's obligations under subsection (1) (a) apply whether or not a tenant knew of a breach by the landlord of that subsection at the time of entering into the tenancy agreement.

The *Residential Tenancy Act Regulation – Schedule: Repairs* provides further instruction to the Landlord as follows:

> **8** (1) Landlord's obligations:
>
> (a) The landlord must provide and maintain the residential property in a reasonable state of decoration and repair, suitable for occupation by a tenant. The landlord must comply with health, safety and housing standards required by law.
>
> (b) If the landlord is required to make a repair to comply with the above obligations, the tenant may discuss it with the landlord. If the landlord refuses to make the repair, the tenant may make an application for dispute resolution under the *Residential Tenancy Act* seeking an order of the director for the completion and costs of the repair

After consideration of testimony and evidence and on a balance of probabilities I find as follows.

I will first deal with the Tenants' monetary claim, equivalent to nine weeks of rent, for an alleged breach of their right to quiet enjoyment.

Notably the Tenants failed to make a monetary claim in her initial application filed September 8, 2017. The only financial matter raised by the Tenants in that application was their concern over an alleged illegal historical rent increase. In an amendment filed on September 16, 2017 the Tenants revised their claim to include a claim for breach of quiet enjoyment effective September 3, 2017. As the tenancy ended on September 16, 2017, this was less than two weeks in duration.

In the hearing before me the Tenants claimed they were without a functioning clothes washing machine for several months. In response the Landlord testified that there was a “little bit of a problem” with the washing machine but that shortly after being informed by the Tenants of the problem she repaired it in April of 2017. I accept the Tenants’ evidence that the washing machine would start and stop such that it took several hours to wash clothing; however I was not provided with any evidence to support a finding that they informed the Landlord of this problem prior to April 2017.

While a landlord has a duty to maintain and repair appliances, they can only be expected to attend to matters when they are informed by the tenant of such problems. I am therefore unable to find that the Landlord breached section 32 of the *Act* by failing to repair the washing machine.

I accept the Tenants’ evidence that their mail service was impacted for a period of time. The Landlord conceded this was the case however she stated this was a building wide issue and not her responsibility. The Landlord also denied the Tenants’ allegation that due to the Landlord’s behaviour at the strata office, the Tenants were not able to retrieve a mail key, and therefore were unable to retrieve their mail. The Tenants bear the burden of proving this portion of their claim and without supporting evidence I am unable to prefer their version of events over the Landlord’s.

The evidence confirms that the parties’ relationship significantly deteriorated near the end of the tenancy culminating in a call to the police. It appears as though this was a rapid decline as prior to this the communications between the parties appeared amicable; for example, by email dated September 2, 2017 the Landlord wrote “you have been a very good tenant to me and I appreciate you keep the property in super clean condition”. As noted, the parties met on September 4, 2017 to discuss the mutual agreement and less than two weeks later the Tenants moved out (September 16, 2017).

The evidence also indicates that during the meeting on September 4, 2017 the parties discussed a mutual agreement to end the tenancy with compensation paid to the Tenants due to the fact the Landlord wished to sell the rental property.

The communication between the parties shows that the Tenantsraised issues with the hydro bill and responded to what they felt was an unexpected allegation by the Landlord that they had failed to pay rent as required throughout the tenancy. Had the Tenants wished to be compensated for the alleged inoperable washing machine and interruption to her mail service, one would have expected such requests to have been made at the

time the parties were discussing these financial matters. Similarly, had the Tenants been delinquent in their rent payments, one would have expected the Landlord to have factored this into the draft agreement which she had hoped the Tenants would sign on September 4, 2017.

The Tenant, K.B., writes in her email of September 6, 2017 that she was surprised by what she described as the Landlord coming to the rental property "with a bag of papers claiming that there were various rent payments missing since the beginning of Tenancy in Dec-2013". I accept her evidence that the Landlord failed to raise these alleged missed payments with her previously.

I accept the Tenant's evidence that the final two weeks of her tenancy were negatively impacted by the deterioration in the Landlord-Tenant relationship, the Landlord and her agents repeated communication, the issuance of the 10 Day Notice, and the speed at which the Tenants vacated the rental unit to facilitate the Landlord's wish to sell the property. As they continued to live in the rental property and store their items there, the tenancy was not without value, however I accept their testimony that it was a very stressful and unpleasant time. I also accept her evidence that the Landlord videotaped her and her children at some point during those last two weeks. As such, I award the Tenants the nominal sum of **$500.00** as compensation for the devaluation in their tenancy in the final weeks.

I accept the Tenants' evidence that the Landlord agreed to compensate them for various out of pocket expenses when rent was paid, such as repairs to the stove, carpet cleaning and the cost to obtain strata minutes. I therefore decline the Landlord's request for related compensation.

It appears, based on the communication provided in evidence that when the parties began discussing the end of the tenancy and the Tenants' potential entitlement to compensation pursuant to section 51(1) and return of her security deposit, that the Landlord decided to revisit historical rent payments in hopes of offsetting any amount she may have to pay the Tenants.

Although the Landlord communicated she would issue a 2 Month Notice to End Tenancy for Landlord's Use pursuant to section 49, no such notice was issued. As such, the Tenants were not entitled to a free month's rent pursuant to section 51. This was an obvious financial benefit to the Landlord, as although the Tenants moved out quickly, they did not receive related compensation.

Similarly, I find that the Tenants agreed to move from the rental property on short notice, at the request of the Landlord, and to facilitate her desire to sell the property. The evidence shows that they were informed by email on September 2, 2017 of the Landlord's intentions, and moved on September 16, 2017. This was of considerable benefit to the Landlord as no formal 2 Month Notice had actually been issued and the Tenants were not required to move. Similarly, it is unlikely such a notice would have been upheld as the requirements of section 49(5) were not met; specifically, the property had not been sold nor had "the purchaser" made a written request for vacant possession.

Similarly, given the discrepancy in the parties' evidence with respect to rent payments, it is questionable whether the 10 Day Notice to End Tenancy would have been upheld.

I find that the Landlord issued the 10 Day Notice to End Tenancy simply to ensure the tenancy ended, not because she believed the sum of $6,300.71 was owed for rent.

I prefer the Tenants' evidence that the sum of **$3,598.46** was owed for rent. I found the Tenant, K.B. to be straightforward and consistent in her testimony in this regard; as well, the evidence submitted by the Tenants confirms this sum. I also note that in the original hearing, when the Landlord was absent, the Tenant conceded this sum was owed. I therefore find the Landlord is entitled to **$3,598.46** for unpaid rent.

I also accept the Tenants' testimony that the Landlord raised their rent contrary to the *Act* and the *Regulations;* the relevant portion of the *Act* read as follows:

Part 3 — What Rent Increases Are Allowed

Meaning of "rent increase"

40 In this Part, **"rent increase"** does not include an increase in rent that is

(a) for one or more additional occupants, and
(b) is authorized under the tenancy agreement by a term referred to in section 13 (2) (f) (iv) *[requirements for tenancy agreements: additional occupants]*.

Rent increases

41 A landlord must not increase rent except in accordance with this Part.

Timing and notice of rent increases

42 (1) A landlord must not impose a rent increase for at least 12 months after whichever of the following applies:

(a) if the tenant's rent has not previously been increased, the date on which the tenant's rent was first established under the tenancy agreement;

(b) if the tenant's rent has previously been increased, the effective date of the last rent increase made in accordance with this Act.

(2) A landlord must give a tenant notice of a rent increase at least 3 months before the effective date of the increase.

(3) A notice of a rent increase must be in the approved form.

(4) If a landlord's notice of a rent increase does not comply with subsections (1) and (2), the notice takes effect on the earliest date that does comply.

Amount of rent increase

43 (1) A landlord may impose a rent increase only up to the amount

(a) calculated in accordance with the regulations,

(b) ordered by the director on an application under subsection (3), or

(c) agreed to by the tenant in writing.

(2) A tenant may not make an application for dispute resolution to dispute a rent increase that complies with this Part.

(3) In the circumstances prescribed in the regulations, a landlord may request the director's approval of a rent increase in an amount that is greater than the amount calculated under the regulations referred to in subsection (1) (a) by making an application for dispute resolution.

(4) [Repealed 2006-35-66.]

(5) If a landlord collects a rent increase that does not comply with this Part, the tenant may deduct the increase from rent or otherwise recover the increase.

Introduced in evidence was a Notice of Rent Increase for 2016 wherein the Landlord raised the rent from $1,350.00 to $1,400.00. The allowable rent increase in 2016 was 2.9% such that this was an illegal rent increase. The Landlord then raised the rent from $1,400.00 to $1,450.00 in 2017. While this was permitted due to the allowable rent increase in 2017 of 3.7% the $1,400.00 “base rent” was in excess of what the Tenants should have been paying. I therefore find these rent increases to be of no force and effect.

In all the circumstances, I find that the Tenants are therefore entitled to compensation in the amount they overpaid due to these unauthorized increases. I accept the Tenants’

evidence that they overpaid by **$1,019.23** and I award them compensation in this amount.

The Tenants agreed that they owed the Landlord **$375.00** for the Landlord's BC Hydro deposit which was used towards the Tenants' usage. I therefore find the Landlord is entitled to this sum.

I accept the Tenants' evidence that the Landlord failed to provide copies of the electrical utility to support her claim for $132.83; I therefore dismiss the Landlord's claim in this regard.

I also dismiss the Landlord's claim for one month's rent for lack of proper notice. As noted in this my Decision, I find that the Tenants moved from the rental unit to facilitate the Landlord's sale of the property; while the mutual agreement to end the tenancy was not formally signed, the documentary evidence submitted by the Tenants confirms that they had an agreement they would move from the property as soon as possible.

As the Tenants have been substantially successful in their application I find they are entitled to recover the $100.00 filing fee.

Conclusion

The Tenants are entitled to monetary compensation in the amount of **$2,294.23** calculated as follows:

Nominal award for breach of quiet enjoyment in the final two weeks of the tenancy	$500.00
Overpayment of rent pursuant to illegal rent increase	$1,019.23
Return of security deposit	$675.00
Filing fee	$100.00
TOTAL AWARDED	**$2,294.23**

The Landlord is entitled to the sum of $3,973.46 calculated as follows:

Unpaid rent	$3,598.46
BC Hydro deposit	$375.00
TOTAL AWARDED	**$3,973.46**

These amounts are to be offset against the other such that the Landlord is entitled to the sum of **$1,679.23.** The Landlord is granted a Monetary Order for this amount and must serve a copy of the Order on the Tenants. Should the Tenants not pay as required the Landlord may file and enforce the Order in the B.C. Provincial Court (Small Claims Division).

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 14, 2018

Residential Tenancy Branch