



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNRT, MNDCT, MNSD, FFT

### Introduction

This is an Application for Dispute Resolution (the “Application”) brought by Tenants requesting the return of double their security deposit/pet damage deposit and a monetary order of \$21,810.86 for compensation and other damages. The Tenants also request reimbursement of \$473.39 for emergency repairs made during the tenancy. Finally, the Tenants request an order for payment of the filing fee.

The Tenants asked to amend their claim to remove the request for security and pet damage deposits as it was addressed in a previous decision, to which they made mention and is noted by file number on the cover page; this decision reflects that amendment.

The Landlord and both Tenants appeared for the scheduled hearing. Neither party raised a concern about the service of the Notice of Hearing or evidence that was submitted by the parties.

The hearing process was explained and parties were given an opportunity to ask any questions about the process. The parties were given a full opportunity to present affirmed evidence, make submissions, call witnesses and to cross-examine the other party on the relevant evidence provided in this hearing.

Although all evidence was taken into consideration at the hearing, only that which was relevant to the issues is considered and discussed in this decision.

### Issues to be Decided

Are the Tenants entitled to a monetary order for compensation, emergency repairs and other damages, pursuant to sections 33 and 67 of the Residential Tenancy Act (“Act”)?

Are the Tenants entitled to payment of the filing fee pursuant to section 72 of the Act?

### Background and Evidence

The tenancy agreement, a copy of which was submitted into evidence, was for a fixed two-year term commencing June 1, 2017 for \$2,200.00 per month, payable on the first of each month. A \$1,100.00 security deposit and \$1,100.00 pet damage deposit were paid to the Landlord four months in advance, to hold the rental unit for the Tenants.

The Tenants had placed an ad for renting a place in a specific community to accommodate their child who has a learning disability and requires school-funded assistance. The Tenant had viewed the place late January and noticed that the Landlord had construction materials strewn about, and that he appeared to be renovating at the time. He testified that he was not concerned as there were four months before he was moving his family to the rental unit.

The Landlord contacted the Tenants and said he was leaving early and that the Tenants could move in on May 15, 2017. This became the start date of the tenancy. They arrived with their family and belongings on a rainy day, only to find that the Landlord had movers on site and was still loading up his things. The Tenant helped the Landlord move a washer and dryer to the basement to use.

The Tenant said that the Landlord explained that he was leaving on a ferry the next day for Vancouver Island, and he did not return after that. As there was a yard and house full of debris, the parties made an agreement that the Tenants would attend to the removal of remaining items (unless otherwise instructed by electronic message by the Landlord) and that they would clean the residence. This work was to be done in lieu of paying the rent and the Landlord accepted the Tenant’s receipts for the first month for related expenses but disagreed with the costs for the work thereafter.

The Tenants continued to work on clearing out piles of garbage and remaining items and providing receipts from third parties or for their own efforts. The work continued for many weeks. A small payment of rent was made by the Tenants to the Landlord

sometime during the summer (the amount of which he could not recall), based on their calculation of the outstanding rent, less the costs they had incurred to date for the work in lieu of rent.

The Tenants served a notice to end the tenancy on July 30, 2017, stating that the rental unit was basically unfit for habitation and they were no longer prepared to continue with the time and expense to clean up and maintain the property for the Landlord; the tenancy ended on August 31, 2017. The reasons stated in their notice are as follows:

1. *Failure to reimburse tenant for emergency repairs*
2. *Sewer gas emitting from kitchen*
3. *Electrical shocks when using light switches with no cover plates*
4. *Bare electrical wires exposed due to past rodent infestation*
5. *Front door hinge side jam broken due to previous forced entry, causing door closure failure*
6. *Rear kitchen door upstairs passage and catch mechanism broken, door remains open at all times unless deadbolt engaged*
7. *Master bedroom door catch broken due to previous forced entry, door remain open at all times*
8. *Master bedroom window sash lock broken, preventing regress in the event of an emergency*
9. *Children's room closet door mirror broken, dangerous glass edges exposed*
10. *Upstairs bathroom sink drain broken, water drains into lower cabinet and onto floor*
11. *Unfinished drywall in downstairs bedroom*
12. *Unfinished paint job on main floor, drywall mud patches throughout*
13. *Baseboards and casing missing throughout house*
14. *No electrical outlet for washing machine, use of extension cord to another room necessary*
15. *Dryer does not work*
16. *Downstairs kitchen ceiling tiles missing and falling out*
17. *Heating vents dirty, visible food waste, bird feathers and other contaminants*
18. *Landlords car blocking driveway and side yard gate access*
19. *Vehicle garage door broken, unable to open or close*
20. *Contaminated dirt backyard, broken glass and excessive amounts of rodent feces and bird droppings, unable to use backyard*
21. *East side fence collapsing into neighbour's yard*

22. *Recently, a significant water leak has started in the furnace room, water is pooling in the basement.*

The Tenants were served with a Notice to End Tenancy for Unpaid Rent, which was addressed in a hearing held August 29, 2017, at which time the Landlord requested an Order of Possession and made a claim against the Tenants for \$17,379.25; he was granted a monetary order for the following items:

*“Overall the landlord has established the following claim:*

1.	<i>Unpaid rent for June and July 2017</i>	<i>\$4,400.00</i>
2.	<i>Unpaid rent for August 2017</i>	<i>\$1,834.25</i>
3.	<i>Replace Aviary</i>	<i>\$0.00</i>
4.	<i>Cost of items disposed of by tenant</i>	<i>\$0.00</i>
5.	<i>Mailing costs</i>	<i>\$0.00</i>
6.	<i>Cleaning after tenancy ends</i>	<i>\$0.00</i>
7.	<i>Filing fee</i>	<i>\$100.00</i>
	<i>Total</i>	<i><b>\$6,334.25</b></i>

*I grant the landlord an order under section 67 of the Residential Tenancy Act for his established claim of \$6,334.25. This order may be filed in the Small Claims Court and enforced as an order of that Court.*

*I grant the landlord an order of possession effective by 1:00 pm on September 01, 2017. The Order may be filed in the Supreme Court for enforcement.*

*The return of the security and pet deposits will be dealt with in accordance with s. 38 of the Act, after the tenancy ends.”*

The Arbitrator considered the Landlord’s claim regarding the aviary that the Tenants had dismantled and disposed of and made a finding that the Landlord had given permission by way of a text message to take down the aviary and his claim to replace it was dismissed. The text message stated, *“the aviary cud have remained but off limits buy you chooses to take it down which I permitted”*

The Tenant states that the \$6,334.25 which they are ordered to pay remains outstanding.

The Tenants moved out and provided their forwarding address in writing to the Landlords by registered mail on September 7, 2017. The Tenants described in detail the inconvenience they and their children suffered as a result of spending their summer trying to put the rental unit into a safe condition to reside in it.

They felt they were forced to move, to place their children in a new district due to difficulty finding a new place because of the rental market, which meant a new school and funding issues for their disabled child. The need to commute and provide additional care and support for the one child as a result of the move made it impossible for the mother to continue full time work, which impacted their family income. Stress, loss of sleep and general frustration from having to deal with the Landlord's property were discussed and also provided in an impact statement filed into evidence.

There was a second hearing held on April 17, 2018, wherein the Landlord states he made further monetary claims against the Tenants for damages from the tenancy and for the security and pet damage deposits. The Landlord was awarded \$250.00 for a blind and his filing fee; this was off-set by the deposits, with the end result being a payment in favour of the Tenants of \$1,850.00. The Tenants filed their own claim on March 27, 2018 against the Landlord, which is this current Application.

The Tenants provided a list of 19 items that they are claiming against the Landlord which total \$24,484.25; this total included the pet and security deposits which are no longer at issue. Their claim is therefore amended to \$20,084.25, plus the filing fee of \$100.00.

Several of the claims are for work performed by [*name redacted*] Contracting, which is the Tenant's personal business, at a rate of \$40.00/hour; the Tenant claims this is much lower than his market rate of \$60.00/hour. The personal invoices include the actual costs for the landfill charges, copies of which were provided. The Tenants state that they did whatever work they could do themselves in order to minimize costs, but always with the express understanding that they would be compensated for their efforts.

Those invoices which include the Tenants' personal time and expenses are marked below with an asterisk. The itemized list in the monetary claim submitted includes:

Carpet cleaners – carpet cleaning \$134.06  
Invoice #126317 – first garbage pile haul away \$770.54  
Invoice #126318 – second garbage pile haul away \$456.50

Invoice # 344064 – work labour to pile up garbage \$630.00\*  
Invoice #236501 – house cleaning \$780.00\* (@\$20/hour)  
Invoice # 451017 – toilet and water leak repairs \$416.27 (emergency repair)  
Invoice #1514828 – heat pump re-set \$57.12 (emergency repair)  
Invoice #43025 – washing machine \$503.98  
Invoice #344073 – vehicle and other storage \$315.00\*  
Invoice #344072 – assisting plumber, heating tech and installing washer \$252.00\*  
Invoice #344071 – third garbage pile haul away \$661.75\*  
Invoice #344070 – contaminated soil and excrement haul away \$379.50\*  
Invoice #? – fourth garbage pile haul away \$877.53

The Tenants provided excerpts from text messages from May 27 where the Landlord states *“of course you will still be compensated for the clean up”* and on May 20, *“I thought you hired a junk removal company for that...yes U are right it is the Landlord's resp. to have prepared place properly”*

The Tenants are claiming \$3,850.00 in the form of a rent reduction for the reduced use of the home and property during the tenancy. This was based on a calculation of rent charged from May 15 through August 31<sup>st</sup>, divided by 50%.

The Tenants explained that throughout the tenancy while they cleaned out the place, they had no use of the yard or the basement and basically were restricted to one floor of the house. They dealt with appliance repairs, water leaks and plumbing issues as the Landlord was unavailable to assist. They had less than half the property for use, despite being charged rent for the entire home and property.

The Tenants are claiming \$10,000.00 in aggravated damages for disruptions to their lifestyle, moving costs, and loss of special needs funding for their son. The basis for this claim is the disruption to their lives as described in their testimony and written statements, as opposed to receipted expenses; they ask that I consider an amount which would be deemed reasonable.

The Tenants uploaded approximately 160 pages of evidence, which included personal statements, copies of invoices paid, photographs and extensive notes regarding electronic communications between the parties during the tenancy.

The Landlord did not dispute the following claims:

1. Emergency repairs - \$416.27 for plumbing repairs and \$57.12 for a service call to re-set a heat pump by a certified technician;
2. First month rent – he states that he accepted the Tenants' cleaning efforts in lieu of rent and in the decision of the RTB dated August 29, 2017, the finding was that the Landlord applied a full credit for the rent owing from May 15-30, 2017. No monetary order was made for that partial month for payment of rent.
3. Washing machine - \$503.98 is agreed as he allowed the Tenant to replace a broken machine with a used working machine;
4. Cleaning costs inside rental unit – the Landlord originally suggested \$200.00 credit be applied and states he was taken by surprise by the \$780.00 invoice provided by the Tenant's wife for 26 hours of labour. The Tenant provided photographs and described in detail the work that had to be done inside to place the rental unit in reasonable condition and to sanitize it all due to the presence of many birds and other animals. The Landlord agrees that cleaning was necessary and states he "*agreed to eat the cost*" as presented by the Tenants at the hearing.
5. The Landlord agreed that he had asked the Tenant to haul away all of the debris and most of the items left behind, with the exception of a bird aviary. However, he disputes the \$40/hour charge and suggests \$20.00 is more reasonable for the work that he requested be done. The Landlord testified that "*I would have cleaned it all myself, if I could have done this all over again*", suggesting that the Tenant charged excessive fees for the work and that the Tenant overstepped by removing the aviary without permission. He disputes the charges for taking apart the aviary and for paying the company to haul it away.
6. Rent reduction claim – the Landlord responded to this claim that "*I don't really have a problem with that, he didn't have full use of the place*";

The Landlord disputes the remainder of the claims in the Application, as well as the claim of \$10,000 for aggravated damages. The Landlord testified that he was taken advantage of by the Tenants; he states that he agreed to the work in the beginning but as time passed, he states the Tenant was doing things without his consent or permission, and he began refusing the receipts for the work done. He testified that he did everything he could to work with the Tenants and even offered the home as "rent to own", but the Tenants decided to vacate and move elsewhere instead. Although he understands that the decision made to relocate was inconvenient to the Tenant's family, the Landlord was facing unemployment, had a mortgage and no rent payments coming in. The home has since been sold.

Analysis

I award the following items, which the Landlord did not dispute:

Emergency Repairs	\$ 473.39
Washing Machine	\$ 503.98
Cleaning Costs	\$ 780.00
Rent Reduction	<u>\$3,850.00</u>

Undisputed award:           **\$5,607.37**

I now turn my attention to the claims of the Tenants which are in dispute.

Under section 7 of the Act, a party who fails to comply with the Act, regulation, or tenancy agreement must compensate the other party for damage or loss that results. To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. that a damage or loss exists;
2. that the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. the value of the damage or loss; **and**
4. steps taken, if any, to mitigate the damage or loss

The Applicant bears the burden of proving their claim, on a balance of probabilities.

An arbitrator may only award damages as permitted by the legislation or the common law. An arbitrator can award a sum for out of pocket expenditures if proved at the hearing and for the value of a general loss where it is not possible to place an actual value on the loss or injury. The Tenants have submitted a number of receipted expenses for my consideration, to which the Landlord disputes.

An arbitrator may also award “nominal damages”, which are a minimal award. These damages may be awarded where there has been no significant loss or no significant loss has been proven, but they are an affirmation that there has been an infraction of a legal right.

In addition to other damages an arbitrator may award aggravated damages. These damages are an award, or an augmentation of an award, of compensatory damages for non-pecuniary losses (intangible losses for physical inconvenience and

discomfort, pain and suffering, grief, humiliation, loss of self-confidence, loss of amenities, mental distress, etc. are considered "non-pecuniary" losses.) Aggravated damages are designed to compensate the person wronged, for aggravation to the injury caused by the wrongdoer's wilful or reckless indifferent behaviour. They are measured by the wronged person's suffering.

The damage must be caused by the deliberate or negligent act or omission of the wrongdoer. The damage must also be of the type that the wrongdoer should reasonably have foreseen in tort cases, or in contract cases, that the parties had in contemplation at the time they entered into the contract that the breach complained of would cause the distress claimed.

Furthermore, if a claim is made by a tenant for loss of quiet enjoyment under section 28 of the Act, the arbitrator may consider the following criteria in determining the amount of damages:

- the amount of disruption suffered by the tenant.
- the reason for the disruption.
- if there was any benefit to the tenant for the disruption.
- whether or not the landlord made his or her best efforts to minimize any disruptions to the tenant.

Aggravated damages are rarely awarded and must specifically be sought. The Tenants are requesting \$10,000.00 in aggravated damages as stated in their dispute application, in addition to their out of pocket expenses. The Landlord disputes this claim.

The relevant sections of the legislation which the Tenants claim have been breached by the Landlord are noted in section 32 and 28 of the Act, reproduced below:

### **Landlord Requirement to Maintain Property**

**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. [bolding added]***

### **Protection of tenant's right to quiet enjoyment**

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

*(a) reasonable privacy;*

*(b) freedom from unreasonable disturbance;*

*(c) exclusive possession of the rental unit subject only to the landlord's right to enter the rental unit in accordance with section 29 [landlord's right to enter rental unit restricted];*

*(d) use of common areas for reasonable and lawful purposes, free from significant interference.*

It is clear from the evidence that the rental unit was not in reasonable condition when the tenancy began. The Tenants had a right to expect the rental unit to be reasonably clean, in a state of repair and ready for occupancy. The Landlord admits that he did not have time and that it was not ready by the time the Tenants and their family arrived in mid-May to take possession.

The Landlord agreed to allow for cleaning and asked the Tenants to remove all of his items that remained and which he no longer had a use for. In light of this, I find that the following claims are justified:

Carpet cleaners – carpet cleaning \$134.06

Invoice #126317 – first garbage pile haul away \$770.54

Invoice #126318 – second garbage pile haul away \$456.50

Invoice #? (number not noted by service provider) – fourth garbage pile haul away \$877.53

The carpet cleaning was clearly necessary, and I find that the receipt submitted by the Tenants for having it professional cleaned after removing the debris from birds and other animals is reasonable. I am awarding **\$134.06** for carpet cleaning.

The next three invoices submitted were for hauling away piles of garbage, building materials and debris that the Tenants state the Landlord left behind. The Landlord admits in text messages that the job was greater than originally anticipated, and by viewing the photographs of the piles assembled for pick up and disposal, this seems to be the case.

I am satisfied that the Tenants have taken reasonable measures to have a third-party company pick up and dispose of the Landlord's property, with his consent. The invoices provided by the company hired to remove the debris appear to be reasonable; the Landlord argued that the costs were excessive, but it is apparent that he took no measures to arrange for alternate services to take care of the debris he left behind, and that he had underestimated the extent of the work involved.

The Tenant stated he provided the company's telephone contact information and the Landlord did not follow up to call the company, leaving it to the Tenants to continue their work clearing out the property. I find that the Landlord made no effort to mitigate the costs or to minimize the inconvenience to the Tenants. I find that the Tenants were instructed to have debris removed, and they did so; they must be compensated for these out-of-pocket expenses. I am allowing the three third-party invoices in the total sum of **\$2,104.57**.

The next series of invoices were for work performed by the Tenant himself, in an effort to mitigate costs:

Invoice # 344064 – work labour to pile up garbage \$630.00\*

Invoice #344073 – vehicle and other storage \$315.00\*

Invoice #344072 – assisting plumber, heating tech and installing washer \$252.00\*

Invoice #344071 – third garbage pile haul away \$661.75\*

Invoice #344070 – contaminated soil and excrement haul away \$379.50\*

The Landlord disputes the fact that the Tenant dismantled and disposed of the bird aviary, and states that he is not paying the labour costs because he did not permit that work to be done. However, I note that this issue was previously considered by a previous arbitrator who decided at page 4 of the decision dated August 29, 2017: *“I find that the text message filed into evidence by the tenant implies that the landlord gave the tenant permission to take down the aviary and therefore, I dismiss the landlord’s claim for the cost to replace it.”* Accordingly, I am not in a position to question this previous finding of fact and I am allowing the Tenant’s claim for disposal of the aviary as it was found that permission was granted to take it down.

The Landlord disputes the \$40/hour that the Tenant has charged, stating that it is excessive. I note that the third-party service provider which also hauled away debris charged \$40.00 at their commercial rate for similar hand labour. Accordingly, I am in agreement with the Landlord that the charge ought to have been less than a commercial rate if the Tenants voluntarily chose to do a portion of this work themselves. I find that \$20.00 an hour is a reasonable hourly rate for hand-labour of this nature. With this in mind, I am adjusting the final charge in invoice #344064, #344071 and #344070 to reduce the labour charge to \$20.00 per hour and will allow **\$500.00**, **\$353.75** (including dump fees), and **\$192.50** (including dump fees) respectively. No GST will be reimbursed as I find that the Landlord did not agree to hire the Tenant’s company to do the work, and it was understood that the Tenant and his wife were doing the work themselves.

The Landlord had a duty to attend to urgent and/or emergency repairs and instead left this task to the Tenant; similarly, he had a duty to hook up a new washer and this was also left to the Tenant; there were significant flooding issues in the basement which resulted in standing water that caused mosquito larvae to develop, as evidenced by photographs submitted. The Tenant testified that he tried to get the Landlord to step up and take on the issues or to arrange for third parties to attend to the needed repairs. I find that the Landlord was responsible for making proper arrangements for the repairs that were required, and the messages submitted into evidence clearly show that the Landlord placed those responsibilities to arrange and attend to the repairs on the Tenant, who was forced to take time off work. The Landlord, who moved away from the area, ought to have hired an agent or property manager but instead chose to have the Tenant carry out these responsibilities and for that, the Tenant deserves to be compensated for having to deal directly with the broken washer and plumbing issues that resulted in flooding in the rental unit. I find that the Tenant’s evidence that this consumed six hours of his time to be credible and I am awarding the Tenant **\$120.00** for

six hours of his time to attend to the responsibilities of the Landlord, under invoice #344072, using the same \$20/hour rate.

With respect to invoice #344073, the Tenant claimed this invoice was prepared to reflect the fact that the Landlord had a car in the driveway which restricted parking and access to the backyard. The Tenant stated that he needed multiple parking spaces and asked the Landlord to move or store his vehicle elsewhere; this did not happen and the Tenant asks to be compensated \$315.00 based on the local rate to park a car in a compound for storage. I find that the Tenant has already received a rent rebate for loss of use of part of the rental unit and property, and I further find that there is insufficient evidence to support a claim for vehicle storage charges against the Landlord; therefore, I dismiss this claim for vehicle storage costs.

I now turn my attention to the claim for aggravated damages. The Tenants ask for \$10,000.00 in aggravated damages, a figure they feel reasonable due to the impact on the entire family. When one views the photographs and other evidence, it is very apparent that clearing out the property (both inside and out) and then properly cleaning and sanitizing the rental unit was no easy task. It required considerable time, effort and cost on the part of the Tenants. Some of this has been accounted for and addressed in the receipts filed and allowed thus far. However, I do not believe that this truly reflects the reality that these Tenants are required to pay the Landlord \$2,200.00 per month to reside under these living conditions while at the same time, attending to responsibilities of the Landlord to clean and maintain the property to ensure it is safe to reside in. Given the evidence before me, I have no doubt that this greatly interfered with their personal plans, their ability to enjoy their rental unit, their time attending to the needs of their busy family, and caused great stress and sleep deprivation.

The Landlord has already agreed to a rent rebate in the course of the hearing, which is reflected in the final monetary award. However, additional damages are warranted in this instance. Even if neither party was completely aware of the time and cost commitment of attending to this massive project to clear out the rental unit and property at the outset, it became apparent within the first weeks and that is acknowledged in electronic communications between the parties.

At that point, the Landlord had a duty to step up and manage his property. Instead, he continued to have the Tenants clear up his property, applied to evict them, and then sold the property. I find that there was unjust enrichment on the part of the Landlord, in

that he benefited financially because the Tenants had put forth considerable effort to basically prepare the property for sale by the Landlord.

I also find that there is no doubt the Tenants suffered loss of quiet enjoyment of the use of their property. Their lives were more than inconvenienced; their lives were disrupted for several months and they found themselves with no other choice but to relocate the family elsewhere when it was clear the Landlord expected them to continue to work while also charging \$2,200.00 a month in rent from June 1<sup>st</sup> onwards.

The Tenants did not agree to go through this ordeal when they signed the tenancy agreement, nor could it have been reasonably expected on the date that they moved in. The Tenants did not submit receipts or expenses to support their claim of \$10,000.00, but asked that I determine a reasonable amount, if damages of this nature are warranted. I find that the Tenants are entitled to additional aggravated damages in the amount of **\$2,400.00** as compensation for their suffering over the course of the entire tenancy and for the inconveniences suffered for having to move the family. This is based on the evidence as presented, the particular circumstances of this family and the suffering that went over and above the amount of financial loss that they incurred. In my view, based on the evidence provided, this amount acts as sufficient compensation to the Tenants, without extending into the area of punitive damages, which I have no authority to award.

As the Tenants were successful for most of their claims, I am awarding them the **\$100.00** filing fee.

The final monetary order is calculated as follows:

<b>Item</b>	<b>Amount</b>
Undisputed claims	<b>\$5,607.37</b>
carpet cleaning	<b>\$134.06</b>
Garbage removal (third party charges)	<b>\$2,104.57</b>
Tenant's time and labour charges:	<b>\$500.00</b>
	<b>\$353.75</b>
	<b>\$192.50</b>
	<b>\$120.00</b>
Aggravated damages	<b>\$2,400.00</b>
Recovery of Filing Fee for this Application	<b>100.00</b>
<b>Total Monetary Order</b>	<b>\$11,512.25</b>

This order must be served on the Landlord and may then be filed in the Small Claims Division of the Provincial Court and enforced as an order of that court if the Landlord fails to make payment. Copies of this order are attached to the Tenants' copy of this Decision.

Conclusion

The Landlord is ordered to pay the sum of \$11,512.25 forthwith to 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: October 22, 2018

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Residential Tenancy Branch