Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding IMH 415 & 435 MICHIGAN STREET APARTMENTS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes RR, MNDCT, FFT

Introduction

On August 15, 2018, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the "Act") requesting an order to reduce rent for repairs, services or facilities agreed upon but not provided, and to be compensated for the cost of the filing fee.

The Landlord and Tenant attended the hearing and provided affirmed testimony. They were provided the opportunity to present their relevant oral, written and documentary evidence and to make submissions at the hearing. The parties testified that they exchanged the documentary evidence that I have before me. The Tenant accepted the Landlord's late evidence package and consented to have the evidence referenced during the hearing.

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.

Preliminary Matters

The Landlord acknowledged receipt of the Tenant's amendment, from February 12, 2019, to increase the amount of their claim to $11,333.00.

When reviewing the Tenant's issues at the beginning of the hearing, the Tenant requested to amend his Application by adding a request for a Monetary Order for damages and/or compensation, in accordance with Section 67 of the Act. The Landlord accepted this in-hearing amendment and acknowledged that the Tenant's evidence or the amount of their monetary claim had not changed.

Both parties accepted the Landlord's request to amend the Landlord's name in this Application to the legal name of the Landlord.

Section 63 of the Act allows an Arbitrator to assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision and include an Order.

Accordingly, I attempted to assist the parties to resolve this dispute by helping them negotiate terms for a Settlement Agreement with the input from both parties. The parties could not find consensus on the terms of a Settlement Agreement; therefore, the following testimony and evidence was heard/reviewed, and a Decision made by myself (the Arbitrator).

Section 74(2) of the Act stipulates that an Arbitrator may hold a hearing in person, in writing, by telephone, video conference or other electronic means, or by any combination of these methods. The parties, after providing testimony for approximately 70 minutes, agreed to have their written submissions stand as their evidence and for the Arbitrator to review the documentation and to make any relevant findings.

The below noted evidence is compiled from both the parties' verbal testimony during the hearing and their written submissions.

Issues to be Decided

Should the Tenant receive a Monetary Order for damages or compensation, in accordance with Section 67 of the Act?
Should the Tenant receive an Order to reduce rent for facilities agreed upon but not provided, in accordance with Section 65 of the Act?
Should the Tenant be reimbursed for the cost of the filing fee, in accordance with Section 72 of the Act?

Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

The Tenant's Application is in relation to a rental unit within one of four nearby buildings, that the Landlord owns and where extensive renovations were started in 2016. Both the Tenant and the Landlord submitted "common evidence" in their evidence packages to provide information and context in regard to the multiple issues raised by multiple

Dispute Resolution applications. I have reviewed both parties' common evidence, and the personal submissions from and in response to the Tenant's issues.

The Tenant's claim is based on their loss of quiet enjoyment, their reduced access to facilities and the poor state of maintenance and repair to their rental unit and residential property during a major renovation initiated by the Landlord. The Tenant is claiming compensation in the amount of 50% of their rent for the first year of the tenancy, 25% of their rent from June 2018 to February 2019 (the date of the hearing) and a future reduction of rent of 25%, until the issues are addressed.

The Tenant and Landlord agreed on the following terms of the tenancy:

The one-year, fixed-term tenancy began on June 1, 2017. The monthly rent began at $1,360.00 and was raised to $1,410.40 on June 1, 2018. The Landlord collected and still holds a security deposit of $680.00 and a pet damage deposit of $680.00. The Tenancy Agreement stated that the following facilities, services and utilities would be provided by the Landlord and included in the rent: Washer and dryer in common area, window coverings, fridge, heat, stove, water, sewage disposal, dishwasher and garbage collection.

Tenant's Evidence:

The Tenant submitted that given the low vacancy rates, he felt his options were limited; therefore, when he found the rental unit, he committed to a fixed-term tenancy regardless of knowing the Landlord was conducting renovations. The Tenant stated that over the course of his first year of tenancy, he felt trapped in a construction zone and that "it was quiet simply the worst living situation" he has ever experienced.

Common evidence was submitted regarding the condition of the rental properties, the poor organization of building supplies, the conduct of the construction workers and the lack of maintenance throughout the renovations during 2016.

It was acknowledged that since the renovations were re-started in 2017, after the Stop Work Order by Work Safe BC (WSBC), that cleaning did occur, but not frequently enough to compensate for the added debris of renovations and contractor traffic. The Tenant submitted that the dirt from the construction was regularly tracked in to his rental unit by both himself and his dog. The Tenant submitted pictures to demonstrate the dirt in the hallways, overflowing garbage bins, and building supplies piles up along the outside walls of the residential property.

The Tenant submitted a statement that his bedroom windows had been sprayed with a light-coloured mud-like debris that made it difficult to look towards the outside. The Tenant reviewed the videos and pictures that were submitted as examples and explained that the evidence accurately depicted the state of his windows.

Submissions noted that up until the conclusion of major exterior work in 2018, the grounds of the residential building were cluttered, fenced off, messy with debris or fully damaged. The Tenant stated that it was embarrassing for him when he brought guests over and they had to walk under dirty scaffolding dripping with water or with tattered construction tape blowing in the wind. The Tenant reviewed the submitted photos and agreed that the cluttered grounds, tarped off fences and walkways and large disposal bins were his experience of the grounds.

The Tenant submitted photos of the entranceway, lobby and hallways that were dirty and cluttered with construction debris. The common evidence stated that the carpets were removed from hallways, painting and drywall was started but left uncompleted, and lighting fixtures were partially installed from mid-2016 through to 2018.

The Tenant submitted common evidence that there was six to seven days a week of renovation noise from neighboring suites, hallways or lobby. Demolition noise included sledgehammers, grinding, sanding, sawing, drilling, hammering, yelling, swearing, music. Noise reverberates through the common building shell and it is often difficult to tell the difference between work that's happening in the suite above versus the suite five levels above. The noise is at times intense, at times non-stop for hours, and has been ongoing for almost three years.

The Tenant stated that the noise from interior renovations were a major disruption in his life. As the Tenant was a shift-worker, he was often required to sleep during the day. The Tenant had to leave his rental unit at 8:00 a.m. when the construction work started in order to go to a friend’s house and sleep. This was a common occurrence. Half of the Tenant’s work shifts are nights, which means that for the five days straight, he was only able to get about 5 hours of sleep each night. The Tenant said that this was extremely exhausting for him and affected his overall quality of life negatively. The Tenant’s days off were mostly during weekdays which meant that he was unable to quietly enjoy countless days inside his home. On top of the loss of sleep, the Tenant had to worry about his dog that would become routinely frightened by the loud noises.

Common evidence was submitted regarding noise from the exterior renovations. The jack-hammering, which tenants experienced at times sporadically and at times

sustained for hours, five or six days a week, for the months between the spring of 2017 and 2018, was not only producing sound intense enough to potentially cause permanent hearing damage but was also in violation of noise bylaws at all times. Even if the least loud possible jackhammer and chisel combinations were used, the dBA levels would not have dropped to permitted levels anywhere within each building. What begins as a highly unpleasant experience begins to feel like trauma for many tenants as the experience draws out into weeks, months and years.

The Tenant submitted that the noise from the exterior renovations ranged from annoying construction banging and clanging to intense loud noises that would leave him no choice but to exit the building immediately. The noise from the exterior renovations kept him awake on countless days when he needed to sleep. It forced the Tenant out of his apartment when he was off work. It forced the Tenant to have to relocate his dog to his parents' house during loud periods of renovations to avoid stress-induced hiding and shaking that his dog was displaying.

The Tenant listened to the submitted audio recordings that included loud compressors, grinding tools and jack hammers. The Tenant noted that the recordings were an accurate portrayal of the noise that would drive him out of the rental unit.

Scaffolding and swing stages were set up on the exterior of the building that made it impossible to predict when workers may suddenly appear outside of the Tenant's bedroom, living room or kitchen windows.

The Tenant submitted that he felt a substantial loss of privacy during the hours of 8:00-4:00 Monday to Friday for almost the entire time he lived in the unit. He was not given any blinds from June 1, 2017 until January 18, 2018. This meant that during construction hours the Tenant would listen for the lift and watch the lines attached to the lift to anticipate when 2-5 men may be glancing inside his rental unit as they worked. It affected what type of clothing the Tenant would wear at home, who he would have over and what valuables he could leave laying around his home. The Tenant stated that he asked repeatedly about blinds for his living room and it took them almost seven months to install them.

The Tenant submitted a common evidence statement that addressed the frequent loss of water service, often with short or no notice. This has occurred many dozens of times over the past three years of construction. The Tenant stated that the plumbing failures have been a major inconvenience, often having to start a day without a shower or having to walk to the store to buy drinking water upon waking.

The Tenant moved in to the rental unit, knowing that his balcony was under construction. The Tenant stated that the timeline for the balcony kept getting pushed further and further away. The Tenant said that not having access to the balcony was extremely disappointing as it was a major loss of space and fresh air. The Tenant moved in on June 1, 2017 and his balcony was opened for him on March 29, 2018. This meant the loss of an entire barbecue/patio season during a very hot summer.

The Tenant submitted his statements in regard to other issues such as window coverings, the intercom that didn't work and loss of use of the loading zone for the residential property. The Tenant summarized his claim by submitting that the first year he lived at the residential property was horrible and that his daily life was fighting against the disappointment of his living situation. The rental market in Victoria for a single male with a 60lb dog made it so that he could not leave this situation and find another. If it were possible to have left, the Tenant stated that he would have done so as quickly as possible. It is by far the worst experience renting that he has ever had.

The Tenant submitted that the issues discussed in his dispute added up to a level of stress that permeated other areas of his life. It was an embarrassment to have guests over. It would create stress in his life when friends from (out of province) wanted to visit and see his beautiful city and knowing that they would be completely uncomfortable at the Tenant's rental unit. Simply enjoying his unit by having friends or romantic interests over was not really an option for the Tenant. But every month, the Tenant still paid his rent in full.

Sweating in his apartment, only to receive a message from the building manager to close the windows for construction was a common occurrence. The Tenant stated that he would leave his apartment because of noise, sun, heat or embarrassment regularly and sometimes, daily. The Tenant stated that it has been a truly sad situation how the building was managed and the experience all the tenants have had. Rent is by far the largest expense and the worst value the Tenant has ever received. The Tenant stated that he could not be more disappointed with his experience.

Landlord's Evidence:

The Landlord stated that the ownership group undertook a project to maintain and repair the residential property pursuant to Section 32 of the Act in the fall of 2015. The project

included work on the corridor, lobby and entrance refurbishment, security upgrades, elevator modernization, painting building envelope, balconies, windows and doors, unit renovations, energy efficient systems and mechanical equipment replacement. The work was expected to take 36 months to complete. Further, the Tenants were advised that as a result of the proposed construction activity at the residential property, there may be noise, vibration, dust and inconvenience to access and egress.

The Landlord has submitted a condition inspection report acknowledging that there was no access to the Tenant's balcony and no drapes. The Tenant entered into the Tenancy with this knowledge. The Landlord has submitted a rental application that the Tenant signed acknowledging that there would be long term work (24 to 36 months to complete) at the residential property, which included noise, vibration, dust and inconvenience to access and egress. The Landlord submitted that the Tenant was well aware that the residential property was under construction and what type of renovations would be taking place and still entered into the tenancy.

The Landlord submitted that there was no record of complaints from the Tenant about his issues with cleanliness of the residential property and that the Tenant has not provided any evidence of a complaint. The Landlord submitted that the Tenant did not prove that the dirt that his dog tracked in was from construction and argued that any potential damage to the couch cannot be attributed to the Landlord.

The Landlord notes that it has every intention to clean the exterior of the windows if it has not already been done. The Landlord stated that it would not be reasonable to do so during the construction period.

The Landlord submits that the front main yard is not an "amenity". Further, an unsightly yard and "an unpleasant experience" does not amount to a loss of quiet enjoyment or a breach of section 32 of the Act. The photos submitted do not demonstrate "cluttered construction" or a "construction zone." From the Landlord's perspective, the materials are neatly stacked and closed off as to not impede on the tenants and their walkways.

The Landlord notes that the Tenant was well aware of the construction project that would affect the lobby and entrance area. If there are materials in the lobby, they are there to be used that day or shortly thereafter. The Landlord submits that these are temporary inconveniences as opposed to a loss of quiet enjoyment.

The Landlord submitted that the interior renovations included painting, kitchen and bathroom upgrades, and new flooring. Most of these would be completed within a short

period of time and cause little disruption to the Tenant. The Landlord claimed that the Tenant did not provide evidence as to which days the renovations took place and the extent of the disruption. The Landlord referred to the building manager's declaration, that the renovations on suites at tenant turnover were not excessively loud and that she did not receive complaints from residents in the buildings.

The Landlord stated that the Tenant did not provide evidence as to where the noise was coming from or whether it can be attributed to the Landlord. Although the Landlord undertook suite renovations at the residential property, tenants may have also done their own renovations (building/moving furniture, etc.) The Tenant also noted that he was working shift work at the time and it is reasonable that he would not always be home while the construction was on-going. The Tenant signed an acknowledgement and was well aware that the in-suite renovations would occur on tenant turnover.

Regarding exterior renovation noise, the Landlord submitted that the Tenant was well aware construction was going to commence and that there would be inconveniences though the repairs and renovations would ultimately benefit the tenants. The Landlord stated that because the Tenant admitted that he was working, that it would be reasonable to assume that he was not always at home during the construction. The Landlord submitted that should the arbitrator find the Tenant is to be awarded with a monetary amount, that it would be reasonable for the Tenant to be awarded with a 10% rent reduction during the relevant period.

The Landlord submitted that it would be fair to provide the Tenant with a rent reduction of a loss of balcony of 5% from January to March 29, 2018. These dates are gathered from the Tenant's evidence package and take into account the fact that the Tenant was well aware that he had no access to his balcony prior to signing the Tenancy Agreement and that he would not have access for a period of time.

With regard to privacy, the Landlord does not deny that construction workers would need to be on a balcony in order to repair it. However, this was not a constant factor considering the workers would not always be working on the Tenant's balcony or outside of their window. The Tenants note that they suffered discomfort because of this and the Landlord again submits that discomfort or inconvenience is not a loss of quiet enjoyment.

The Landlord submitted that the Tenant has not provided sufficient evidence regarding the alleged night shifts, a schedule or any evidence regarding an "inability to rest". The

Landlord reiterates that construction was ongoing within the allowable hours dictated by the City.

As with any construction project, there may be water shut offs and the Landlord agrees that these are inconvenient. However, the test for loss of quiet enjoyment is not just inconvenience. Temporary discomfort or inconvenience does not constitute a basis for a breach of the entitlement to quiet enjoyment.

The Landlord understands that the Tenant was without blinds from June 1, 2017, until January 18, 2018, and submits that compensation of $200.00 for this claim is reasonable. The Landlord did respond to the Tenant's request within a reasonable time and were working on getting the blinds to the Tenant.

The Landlord submitted that it cannot be reasonably said that the Tenant did not enjoy 50% of his tenancy especially considering that the Tenant still enjoyed the benefits of living in the rental unit, which included the bedroom, kitchen, ability to sleep, cook, store personal property, and bathroom facilities.

Analysis

The Tenant has testified and submitted his evidence in relation to a variety of issues for the purpose of proving that he sustained a loss of quiet enjoyment, reduced access to facilities and endured a poor state of maintenance and repair during a period when his residential building was undergoing a major renovation. Subsequently, the Tenant has requested compensation for the overall loss during his tenancy and a reduction of future rent.

The Landlord submitted that they were satisfying their statutory obligations to repair the building as a result of a professional assessment and as a means to improve the tenancy for the tenants of the building. The Landlord argued that they had a right to renovate, that the work on the balconies was necessary and that the Tenant's claim was excessive.

Section 28 of the Act outlines the Tenant's right to quiet enjoyment and states that the Tenant is entitled to "reasonable privacy, freedom from unreasonable disturbance, exclusive possession of the rental unit subject only to the Landlord's right to enter the rental unit, in accordance with Section 29, and use of common areas for reasonable and lawful purposes, free from significant interference."

Section 32 of the Act sets out the responsibility of a Landlord to maintain the rental unit in a state of decoration and repair that complies with the health, safety and housing standards required by law, and having regard to the age, character and location of a rental unit, make it suitable for occupation by a Tenant.

Residential Tenancy Policy Guideline 6, "Entitlement to Quiet Enjoyment" addresses the distinction between a tenant's right to quiet enjoyment (as defined by Section 28 of the Act) and the inconvenience associated with a landlord complying with Section 32. The relevant portion of the Guideline states:

> A landlord is obligated to ensure that the tenant's entitlement to quiet enjoyment is protected. A breach of the entitlement to quiet enjoyment means substantial interference with the ordinary and lawful enjoyment of the premises. This includes situations in which the landlord has directly caused the interference, and situations in which the landlord was aware of an interference or unreasonable disturbance but failed to take reasonable steps to correct these.
>
> Temporary discomfort or inconvenience does not constitute a basis for a breach of the entitlement to quiet enjoyment. Frequent and ongoing interference or unreasonable disturbances may form a basis for a claim of a breach of the entitlement to quiet enjoyment.
>
> In determining whether a breach of quiet enjoyment has occurred, it is necessary to balance the tenant's right to quiet enjoyment with the landlord's right and responsibility to maintain the premises.

Section 67 of the Act allows for an Arbitrator to determine the amount of compensation to be awarded to a party if a party has not complied with the Act.

Both parties agreed for me to make my decision after reviewing their submissions and evidence packages. While reviewing the Landlord's evidence I reviewed the Property Condition Assessment, dated October 13, 2015, and the recommendations regarding immediate repairs to the damaged deck concrete and the railing attachments.

I also noted that the Tenant signed a document titled Rental Application – Schedule "A" on May 25, 2017. Schedule A advised the Tenant that the residential property, he was about to move into, was undergoing extensive interior and exterior renovations. As a result of the testimony and documentary evidence, I find that the Tenant clearly understood, prior to moving into the rental unit, that the residential building was undergoing extensive renovations and that the proposed construction would involve noise, vibration, dust and inconvenience over a 24 to 36-month period.

I accept the Tenant's, mostly undisputed, evidence that he experienced the inconvenience of construction debris and dust; dirty windows; cluttered grounds, parking lot and hallways; a loss of privacy between June 1, 2017 and January 18, 2018 due to the Landlord's failure to provide proper window coverings; a loss of water at times and that he did not have access to his balcony for the first 9 months of his tenancy.

I also accept that the Tenant experienced disturbances due to both interior and exterior renovations and that, at times, the noise was excessive due to, for example, jack hammering. The Tenant testified that he is a shift-worker and that his ability to sleep was significantly affected by the six-days-a-week construction on the residential property during the first year of his tenancy. I find that the Tenant could not mitigate the loss of quiet enjoyment during these times other than to leave the rental unit/residential property.

The Landlord submitted that there was no record of complaints from the Tenant about his issues with cleanliness of the residential property and that the Tenant has not provided any evidence of a complaint. The Landlord stated that the Tenant did not provide any documentation about making complaints to the Landlord about the cleanliness of the building; however, I noted in the Landlord's evidence package that the Landlord responded to the Tenant's request for a reduction in rent, in a letter dated April 6, 2018. The letter appears to respond to the Tenant's concerns about lack of security, unsightly grounds, dirty windows and reduced elevator use. I find that the Tenant has advised the Landlord about his ongoing challenges of living within the renovation and of the effects that were present eleven months into the Tenant's tenancy.

Upon review of the testimony and documentary evidence, I find that, although the Tenant signed the document, Appendix A, he experienced frequent and ongoing interference and unreasonable disturbances during the first year of his tenancy. I find, when the Tenant was establishing his tenancy, that he could not have anticipated the extent of the renovations and the effect they had on his quiet enjoyment of his rental unit, regardless of being warned that construction would be occurring during his tenancy.

I find that the Tenant's claim of loss of quiet enjoyment, reduced access to facilities and the claim that he endured a poor state of maintenance and repair to the rental unit and residential building is corroborated by the documentation presented by the Tenant. I have considered the issues for their collective value and for the cumulative impact over time.

In this case, I find that the Landlord has demonstrated an obligation to repair the residential property that complies with the health, safety and housing standards required by law. However, I also find that the Landlord initiated a large-scale renovation of the Tenant's building, was aware of the ongoing interference and unreasonable disturbance caused by the renovations and failed to ensure that the Tenant's entitlement to quiet enjoyment was protected or that a loss of facilities was compensated. As a result, I find that the Tenant has established a monetary award based on the Landlord's breach of Section 27 and 28 of the Act.

Before making an award, I will address the Landlord's position that a claim can only be made for infractions within the last two years. Section 60 of the Act allows a party to make an Application for Dispute Resolution within two years of the date the tenancy ended. As this tenancy is ongoing and the Tenant applied for Dispute Resolution on August 15, 2018, I find that the Tenant is within his rights to make this Application for compensation for losses during his tenancy.

In determining the amount by which the value of the tenancy has been reduced, I am guided by Policy Guideline 6 that states that the Arbitrator will take into consideration the seriousness of the situation or the degree to which the tenant has been unable to use or has been deprived of the right to quiet enjoyment of the premises, and the length of time over which the situation has existed.

The Tenant has claimed a loss in the amount of 50% of his monthly rent during the first year of his tenancy and 25% from June 2018 onwards; therefore, indicating that the losses were more significant in the first year, then they were post-June 2018. The Landlord has acknowledged the Tenant may be due compensation for a loss due to the extent of the construction, the length of time without access to his balcony and for living without drapes in the rental unit. I find that the Tenant's claim for 50% of his rent is disproportionate, especially when the Tenant was aware of significant and long-term renovations upon moving into the rental unit. Rather than 50%, I find that the cumulative losses that the Tenant has endured should be compensated at 30% of the Tenant's first year of rent. As such, I award the Tenant $4,896.00 (12 x $1,360.00=$16,320.00 x 40%=$4,896.00) in compensation for his loss of quiet enjoyment, loss of certain facilities and as a result of the residential building being in a poor state of repair.

I accept that renovations continued within the residential property through June 2018 and onwards; however, I find that the Tenant failed to define the time line, only stating that "After enduring a horrible year of construction the building remained unfinished for

the many months that followed." The Tenant is claiming compensation in the amount of a 25% rent refund from June 2018 to February 2019 based on construction workers still being on site and having to cope with the construction noise from the continued work on hallways, elevators, laundry room and the main entrance.

The Landlord submitted that all exterior renovations regarding the balconies have been completed and that "the only exterior work currently being done is window caulking and deficiency reviews on new windows." The Landlord did not comment on the current, as of the hearing date, status of the renovations.

Based on the evidence, I find that the Tenant should be compensated for the dates between June 2018 and August 2018; the beginning of his second year of tenancy and the month when he applied for Dispute Resolution. I find the Tenant failed to provide sufficient evidence to prove the Landlord continued to breach his quiet enjoyment of the rental unit, reduced access to facilities and that the Tenant endured a poor state of maintenance and repair to the rental unit and residential building beyond August 2018 and beyond temporary discomforts or inconveniences. As such, I award the Tenant compensation in the amount of 10% of his rent from June to August 2018, for a total of $423.12 (3 x $1,410.40=4,231.20 x 10%=$423.12).

I find that the Tenant failed to provide sufficient evidence to justify a reduction in future rent, pursuant to Section 27 of the Act. The Tenant applied for Dispute Resolution on August 15, 2018 and attended the hearing on February 22, 2019. I did not review any evidence to justify a reduction of rent for repairs, services or facilities agreed upon but not provided by the Landlord from August 15, 2018 onwards. As such, I dismiss this part of the Tenant's claim.

I find the Tenant's Application has merit and that the Tenant should be compensated for the cost of the filing fee, in the amount of $100.00.

The Tenant has established a monetary claim in the amount of $5,419.12, which includes $5,319.12 in compensation for the loss of quiet enjoyment, reduced access to facilities and enduring a poor state of maintenance and repair to the rental unit and residential building, and the $100.00 in compensation for the filing fee for this Application for Dispute Resolution. Based on these determinations, I grant the Tenant a Monetary Order for $5,419.12, in accordance with Section 67 of the Act.

Conclusion

I grant the Tenant a Monetary Order for the amount of $5,419.12, in accordance with Section 67 of the Act. In the event that the Landlord does not comply with this Order, it may be served on the Landlord, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

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: February 22, 2019

Residential Tenancy Branch