Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RR, FFT

Introduction
This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* ("the *Act*") for:

- an order to allow the tenants to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

The landlord's legal counsel (the landlord) and Tenant D.M. (the tenant) attended the hearing and were each given a full opportunity to be heard, to present testimony, to make submissions and to call witnesses. The tenant stated that they were representing the interests of both tenants had an advocate attend the hearing to assist with submissions.

While I have turned my mind to all the documentary evidence, including the testimony of the parties, due to the large volume of material, only the relevant details of the respective submissions and/or arguments are reproduced here.

The landlord acknowledged receipt of the Application for Dispute Resolution (the Application), an Amendment to an Application for Dispute Resolution and an evidentiary package. In accordance with sections 71 and 89 of the *Act*, I find that the landlord was duly served with these documents.

The tenant acknowledged receipt of the landlord's evidentiary package, which was shared on an agreed upon electronic platform. In accordance with section 71 of the *Act,* which allows an Arbitrator to find a document sufficiently served, I find that the tenants were duly served with the landlord's evidence.

Preliminary Matters

At the outset of the hearing the landlord requested to have the legal name of the landlord amended from the landlord's property manager to the actual owner of the premises. The tenant did not object to the amendment requested.

For the above reasons, I have amended the landlord's name on the Application pursuant to section 64 of the Act.

Issue(s) to be Decided

Are the tenants entitled to an order to reduce rent for repairs, services or facilities agreed upon but not provided?

Are the tenants entitled to recover the filing fee for this application from the landlord?

Background and Evidence

Written evidence was provided that this tenancy began on January 01, 2009, with a current monthly rent of $1,098.66, due on the first day of each month. The landlord confirmed that they currently retain a security deposit in the amount of $430.00.

The tenants provided in evidence:

- a copy of a written submission which summarizes the tenants' Application based on the impact of a significant renovation project which contributed to reduced or no access to facilities, a loss of quiet enjoyment and a poor state of maintenance and repair on the premises;
- The submission details the tenants' total monetary claim of $20,147.31, which is equal to half of the rent paid from December 2015 to February 2019. The tenants are also requesting rent abatement in the amount of $274.67 per month, which represents 25% of the current monthly rent, until the renovation issues are resolved;
- The submission states that the landlord purchased the building in 2015, which was well maintained at the time and only required some minimal repairs to the balconies. The submission indicates that, shortly after purchasing the building, the landlord undertook unnecessary interior renovations which took an unreasonable amount of time to complete and which required the disturbance of hazardous materials, in addition to exterior renovations to upgrade the balconies from concrete to glass and steel;
- The submission notes that the previous building managers were not retained through the transfer of ownership and that maintenance of the building ceased in December 2015 until new management was hired later in 2016. The submission

maintains that the maintenance staff was understaffed which resulted in poor quality of maintenance;

- Copies of multiple witness statements from new occupants to the building who indicate they were all told by the landlord that the expected timeline of the renovations was going to be a few months. The new occupants state that they did not have any indication that the jackhammering would continue to go on for multiple years;
- A copy of a signed statement from an expert witness who provides first hand observations obtained in their capacity as a professional inspecting the building at the time of the renovations, with supporting documentation. The statement and documentation detail a stop work order issued on December 16, 2016, for the mishandling of hazardous materials and the safety of the workers;
- Copies of previous decisions from the Residential Tenancy Branch showing decisions for similar circumstances;
- Pictures of filthy windows; and
- Copies of media files with recordings of the jackhammering and grinding sounds including a video compilation demonstrating the consistent construction sounds from other occupants around the building.

The landlord provided in evidence:

- A copy of a written submission which states that the tenants' request of a 50% rent reduction retroactive to December 2015 and a future rent reduction of 25% are excessive due to a lack of evidence and that many of the tenants' claims are without merit;
- The landlord submits that the landlord wanted to make improvements to the building such as elevator modernization, lobby refurbishment, painting the envelope and other upgrades to fulfil the landlord's obligations under section 32 of the Act. The landlord further submits that the repairs to the balconies were necessary due to concrete deterioration and corroded hardware;
- A copy of an assessment report from an engineer which indicates deficiencies in the concrete balconies and corroded balcony hardware with immediate repairs being recommended;
- A copy of a notice dated December 03, 2015, advising of the new management for the building and providing multiple contact numbers for the property manager or after-hours emergency. The notice states that the landlord will undertake interior and exterior renovations which are expected to take 24 months. The landlord submitted a similar notice dated October 30, 2015, although it appears to be a draft of the notice noted above as it is incomplete;

- A copy of a notice to remove items from decks in anticipation of the deck replacement for June 21st. The notice advises occupants to keep windows closed due to dust and noise during the improvements;
- A copy of a notice dated August 26, 2016, regarding the work commencing on the interior hallways and entrance to the building which it notes is expected to take two to three months; and
- Copies of previous decisions from the Residential Tenancy Branch for similar circumstances.

The advocate submitted that the property manager, who assumed responsibility for the building in December 2015, was unresponsive to occupants who attempted to contact them for any issues that arose until December 2016. The advocate maintained that this property manager was not able to keep up with maintenance and cleaning of the building due to a reduced staff for most of 2016 which caused a loss of enjoyment for the tenants.

The tenant stated that the building was poorly managed and dirty during most of 2016 but has been better since the current property manager assumed responsibility for the building in late 2016. The tenant testified that there was a leak in the laundry room which was not attended to for a year but that it did not affect their access to or use of the facility.

The advocate submitted that the tenants' windows were unreasonably dirty during the period of construction. The tenant confirmed that the pictures in evidence were not taken from within their own rental unit and that they did not contact the property manager about it as they did not think anything could be done due to the ongoing construction.

The advocate submitted that there were security concerns for the building due to different doors being left open or unlocked for 24 hours a day during the construction. The advocate further submitted that construction materials around the building provided access to non-residents which also contributed to security concerns during this period of construction. The tenant confirmed that they did not experience any theft or personal situations that threatened the tenant's security as a result of the open doors.

The advocate submitted that the grounds around the building were unsightly during the renovations with some grassy areas having been fenced off or cluttered with construction materials which had gone on for three years. The advocate stated that the

tenants were required to constantly watch their step when walking in and around the building due to construction materials.

The tenant confirmed that they did not use the grassy areas but had experienced a change in atmosphere as a result of the construction activity. The tenant stated that the lobby was not nice and they were apprehensive about using side door but that they always had a way to enter the building. The tenant confirmed that they did not hurt themselves as a result of the construction materials around the building or were otherwise affected apart from the grounds being unsightly. The tenant stated that it affected their pride in their home.

The advocate submitted that the hallway carpets were removed in late August 2016 and not replaced for two years. The tenant stated that the hallway carpet outside of their rental unit was only bare concrete for two weeks.

The advocate submitted that there was a stop work order issued on December 14, 2016, as a result of hazardous material not being handled properly during the interior construction. The tenant confirmed that they have not felt any ill effects due to exposure to hazardous material and that they have not seen a doctor. The tenant stated that their primary concern is stress and worrying about future problems.

The tenant testified that there was increased dust in their unit and around the building. The tenant confirmed that they did not inform the property manager about the increase of dust due to their belief that there was nothing the manager could do about it. The tenant admitted that dust was to be expected but that the duration was unreasonable.

The advocate submitted that the contractors who worked on site, some of whom also resided in the building at the time, were negligent and did not conduct themselves with care. The tenant stated that there was a constant change in contractors around the building. The tenant testified that that some workers would use both elevators and press all the buttons which impeded the tenants' access. The tenant confirmed that they did not advise the manager about this as they did not think complaints would be taken seriously

The advocate submitted that the main yard and pool areas were used as staging areas. The tenant confirmed that they previously used the pool five days a week but that they were deterred from using it due to the noise of the jackhammering and other construction activity. The tenant confirmed that they had never been impeded from accessing the pool.

The advocate submitted that, in addition to all of the above, the noise from interior and exterior renovations also significantly interfered with the tenants' quiet enjoyment of the rental unit. The advocate submitted that there was noise coming from neighbouring suites due to renovations being completed. The advocate submitted that there was excessive noise from the exterior renovations, including grinding, jackhammering, drills, saws, loud music and loud conversation from January 01, 2016, to February 28, 2018. The advocate further submitted that jackhammering on the concrete building caused it to reverberate throughout and intensified the impact of the sounds. The advocate stated that when the work was completed on the tenants' building in 2017, it began on the neighbouring building in close proximity to the building that the rental unit is located.

The tenant submitted that they could not stay in their rental unit for periods of a time due to the construction noise which started at 8:00 a.m. The tenant testified that their schedule changes from week to week due to being in the service industry. The tenant submitted that their co-tenant was working nights from three to midnight during the majority of the construction and that the start of construction at 8 a.m. impeded her from getting enough sleep. The tenant confirmed that the jackhammering on the patio caused them and their co-tenants stress and that they had to wear ear protection in their rental unit during the periods of jackhammering. The advocate confirmed that there was a stop work order from December 2016 until September 2017 at which time there was no jackhammering.

The advocate submitted that all occupants in the building were required to keep their windows closed during the exterior construction in July 2016 due to the dust and the noise. The advocate maintained that tenants suffered a loss of access to fresh air as a result of the exterior construction. The tenant confirmed that they kept their window shut during working hours from July 2016 until March 2018.

The advocate submitted that the tenants had a loss of privacy due to the work being done on the balconies and workers passing by the windows of the rental unit during the same period as noted above. The tenant confirmed that they felt that they suffered a loss of quiet enjoyment due to the lack of privacy with workers passing regularly by the windows during working hours. The tenant submitted that they had to darken the windows for privacy during this time.

The advocate submitted that there were multiple times where water service was lost, sometimes without notice, during the weekdays and weekends. The tenant submitted six different notices from the property manager for times that the water was shut off for

the building. The tenant submitted that they were impacted by the loss of water as the tenants did not work regular hours and were home during the day when the water would be shut off.

The advocate submitted that the tenants lost access to their balcony at some point in May or June 2016 when all balcony doors were locked from the outside. The tenant confirmed that they lost access to their balcony and that they had used it a lot prior to losing access.

The landlord submits that there is no record of the tenant officially complaining about the cleanliness of the building or concerns with dust to the property manager. The landlord notes that the tenant has indicated that the cleanliness is better now with the new manager. The landlord maintains that the tenants did not suffer a loss of quiet enjoyment due to the maintenance of the building and are only complaining about a "temporary discomfort or inconvenience." The landlord admits that no cleaning took place during the stop work order and that if any amount is awarded, it should be a nominal amount for that period of time when the stop work order was in effect.

The landlord submits that it would not be reasonable to clean the windows during the construction period. The landlord maintains that the tenants have not demonstrated that they have suffered any damage or loss under the Act as a result of the dirty windows.

The landlord submits that there is no evidence that the tenants suffered a loss or damage under the Act due to a lack of security for the building due to open doors. The landlord indicates that the tenants' concern about the security is more representative of a minor discomfort as opposed to a loss of quiet enjoyment.

The landlord submits that that the main yard is not considered an amenity. The landlord notes that the tenants' submission that the unsightly grounds caused the tenant to lose a sense of pride of where he lives is not a loss of quiet enjoyment.

The landlord submits that the conditions of the lobby/entrance are a temporary inconvenience and do not constitute a loss of quiet enjoyment.

The landlord submits that there is no evidence of any medical issues that the tenants have suffered due to potential exposure to hazardous materials. The landlord maintains that the fear of something happening is not the same as actually suffering a loss and that the tenants have not demonstrated any loss as a result of hazardous materials.

The landlord submits that there is no evidence that the tenants mitigated any effects of excessive dust by contacting the landlord to have them clean the rental unit. The landlord notes that the tenants have not provided any evidence regarding additional cleaning of the rental unit that was required due to the dust which would demonstrate a loss of quiet enjoyment. The landlord submits that the claim should be dismissed, but if any amount is awarded, a 2% reduction is appropriate for the time that construction was ongoing.

The landlord submits that the tenant has not demonstrated any negligence on the part of the contractors that negatively impacted the tenants directly. The landlord states that there is no evidence of yelling or any other unprofessional behaviour on the part of the construction workers which would demonstrate a tangible loss for the tenants due to this claim.

The landlord submits that sound from interior renovations in other rental units were mostly contained within the units being renovated. The landlord notes that there was no demolition going on in any suites and that there is no evidence as to where the noise referred to is coming from which would confirm the landlord's liability for those sounds. The landlord states that it is possible that other occupants could have performed work on their own units during this period.

The landlord submits that the tenant's primary complaint is centered on noise during the construction period. The landlord notes that the balcony repairs began on or about June 27, 2016, and the lobby renovations began on August 26, 2016, with work ceasing from December 2016 to September 2017. The landlord submits that all work was performed during allowable hours in accordance with municipal by-laws. The landlord submits that they have the right to repair the building in accordance with the Act and that, if any award is considered, the landlord feels that a 10% reduction during the relevant period of construction would be reasonable.

Regarding the tenants' loss of access to the balcony, light and privacy, the landlord submits that the exterior of the building is worth less than the interior and that a 5% rent reduction from July 2016 to March 2018, which is based on dates provided by the tenants, is reasonable.

Regarding loss of fresh air, the landlord indicates that the tenants never advised the landlord of any issues with ventilation.

The landlord admits that there may have been a loss of privacy due to workers passing by the windows but that this was not a constant factor and was more of a discomfort or inconvenience as opposed to loss of quiet enjoyment.

The landlord submits that the landlord gave notices of water shut offs and that this was an inconvenience rather than a breach of quiet enjoyment. The landlord indicates that if any amount is awarded for water shut offs, it should be a nominal amount.

The landlord submits that the use of the pool is seasonal and that there was no restriction to use it beyond the season it is open. The landlord notes that, if anything is awarded, it should be a nominal amount in consideration that the cost of a gym membership could be up to $10.00 a month.

The landlord submits that reduced elevator access is inconvenient but there is no evidence of a loss and that the upgrades are being done for the benefit of the tenants. The landlord maintains that this claim should be dismissed.

Analysis

Section 7 (1) of the *Act* stipulates that when a party does not comply with the Act, the regulations or tenancy agreement, the non-complying party must compensate the other for damage or loss. Section 7 (2) of the *Act* states that a landlord or tenant who claims compensation for damage or loss that results from the other's non-compliance with this *Act* must do whatever is reasonable to minimize the damage or loss.

Section 32 of the *Act* establishes that a landlord must provide and maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law.

Section 27 of the Act establishes that a landlord may terminate or restrict a service or facility, that is not a material term or is essential to the tenants' use of the rental unit as living accommodation, if they give 30 days' notice in the approved form and reduce the rent in an amount that is equivalent to the reduction in value of the tenancy.

Section 28 of the *Act* grants tenants the right to quiet enjoyment including, but not limited 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 *[landlord's right to enter rental unit restricted]*; and use of common areas for reasonable and lawful purposes, free from significant interference.

Residential Tenancy Policy Guideline 6, “Entitlement to Quiet Enjoyment” establishes;

> 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.
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> In determining the amount by which the value of the tenancy has been reduced, the arbitrator will take into consideration the seriousness of the situation or the degree to which the tenant has been unable to use or has been deprived of the right to quiet enjoyment of the premises, and the length of time over which the situation has existed. A tenant may be entitled to compensation for loss of use of a portion of the property that constitutes loss of quiet enjoyment even if the landlord has made reasonable efforts to minimize disruption to the tenant in making repairs or completing renovations.

Section 65 of the Act allows an arbitrator to make an order that past or future rent must be reduced by an amount that is equivalent to a reduction in the value of a tenancy agreement for repairs, services or facilities agreed upon but not provided.

While I accept the landlord’s right to perform whatever repairs or renovations that they choose to complete, I find that the extent of the landlord’s interior and exterior renovations go beyond the landlord’s obligation to repair and maintain the premises under the Act. I find that the landlord sought to improve and change the esthetics of the building and that the landlord’s right to perform these renovations have to be balanced with the tenants’ right to quiet enjoyment, the tenants’ access to common areas and the impact of reduced or interrupted services and facilities during the period of construction activity.

I find that there were frequent and ongoing unreasonable disturbances to the tenant’s right to quiet enjoyment in addition to reduced services and facilities as a result of the

construction activities. If any of the tenants' issues were isolated incidents considered on their own, it could be argued that the impact would be a temporary inconvenience; however, I find that the cumulative impact of all of the issues associated to the construction activity reduced the value of the tenancy. Although I accept the landlord's submission that construction activity took place during times in accordance with municipal by-laws and that they provided notices of the work to be completed to the tenants, I find that this does not change the fact that there was a significant impact on the tenancy due to the scope and extended time period of the construction project.

I further find that the landlord did not reasonably mitigate the effects of their construction project on the tenants as they sought to perform extensive interior and exterior renovations at the same time which increased the scope of the work being completed. I find that it is undisputed that the landlord was carrying out renovations of other units during this period which further contributed to the construction activity that was taking place in the building.

Based on the evidence provided, I accept the tenants' submissions that the lobby was stripped, left bare and turned into a construction staging area at times until work commenced on its restoration in September 2018. I find that this delay, from the commencement of the lobby renovations to its completion, is another example of the landlord not mitigating the effects of the renovation project on the tenants.

I find that there was a stop work order from December 2016 until September 2017 due to work procedures that were not in compliance with the relevant regulations. I find that this delay could have been mitigated if the landlord had required a higher standard of practices from their chosen contractors. I find that the company who completes the construction is an agent of the landlord and that the landlord bears responsibility for the unreasonable delay and reduction in services caused by the stop work order. I find that this delay unreasonably resulted in the grounds and portions of the building being left in an unfinished state with construction materials left throughout the building and grounds for a prolonged period of inactivity.

I find that there was little that the tenants could have done to mitigate the cumulative effects of a large scale construction project in and around the building where they reside. I find that the tenants took action when they could to darken and close their windows as well as to use ear protection to minimize the effect of the construction activity; however, it is undisputed that their quiet enjoyment of the rental unit was negatively impacted regardless of the efforts of the tenants to mitigate.

In consideration of the above, I do find that the tenants' request of a 50% rent reduction from December 2015 to February 2019 to be excessive. I find that there were different issues which affected the tenancy at different times with varying degrees of severity depending on the intensity of the construction activity.

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an Arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party.

Regarding the tenants' claim for the insufficient operation of the resident managers since the landlord acquired the property, having reviewed the above, I find that the tenants have not submitted any evidence which demonstrates that they attempted to contact the landlord or agent for any issues that were not addressed by the landlord or their agent in a reasonable amount of time. For this reason, I find that the tenants have not sufficiently proven that they incurred any loss beyond a temporary inconvenience as a result of the operation of the resident managers and I dismiss this portion of the tenants' claim.

I find that the landlord's submission of a 5% rent reduction for the loss of the use of the tenants' balcony from July 2016 to March 2018 to be reasonable. Although the tenant indicated that they used the balcony a lot, I find that perceived frequent use of the balcony would still be intermittent due to the amount of time that could be reasonably spent on a balcony depending on the season.

Therefore, I find that the tenants are entitled to a rent reduction as indicated below:

July 2016 to September 2016 = $49.50 X 3 =	$148.50
October 2016 to September 2017 = $50.94 X 12 =	$611.28
October 2017 to March 2018 = $52.82 X 6 =	$316.92
Total rent reduction for loss of use of balcony =	$1,076.70

I find that it is undisputed that there was excessive construction noise from exterior renovations. Although I find the landlord's submission of a 10% rent reduction to be reasonable if only taking into account the exterior noise, I find that the tenants endured an ongoing lack of privacy due to the construction activity directly outside their rental unit. I accept their testimony regarding the need to close the curtains as it was not known when workers would be passing by.

Based on a balance of probabilities and taking into account the interior renovations taking place on the building and in different rental units, I find it is reasonable that there was noise from interior renovations caused by the landlord's construction activity on the common areas and other rental units in addition to the exterior noise. I find that the tenants have not sufficiently demonstrated that the interior noise was excessive outside of the period of the exterior renovations; however, it is reasonable to conclude that those interior renovations would have contributed to the loss of quiet enjoyment suffered by the tenants during the periods of intense exterior construction activity.

I accept the impact of construction activity on the tenants may have been increased due to the hours that they work. I have taken this into consideration weighted against the fact that the landlord performed the activity during allowable hours and the landlord cannot work around individual tenant schedules in the building.

For the above reasons, also taking into consideration the stop work order issued from December 2016 to September 2017, I find that the tenants are entitled to a rent reduction in the amount of 15% during the periods of intense exterior construction activity from July 2016 to February 2018 as indicated below:

July 2016 to September 2016 = $148.50 X 3 =	$445.50
October 2016 to September 2017 = $152.81 X 3.5 =	$534.84
October 2017 to February 2018 = $158.46 X 5 =	$792.30
Total rent reduction for construction noise/activity =	$1,772.64

For the remainder of the issues claimed, I find that the tenants have suffered a reduction in the value of their tenancy as a result of the landlord's construction due to the cumulative effects of the following frequent and/or ongoing disturbances as well reductions in services/facilities, including but not limited to:

- The unsightly grounds and failure to maintain cleanliness in and around the building during the construction period. I find it is reasonable that there would be higher amounts dust and debris in the building in addition to the materials left in and around the building due to the construction activities which impacted the use of common areas such as the lobby and the pool;
    - Although I accept that the pool was not closed during seasonal hours, I accept the tenant's submission that their quiet enjoyment of the pool on a regular basis in the summer hours had been impacted by the construction activity.

    - I accept the tenant's submission that they had previously used the lobby for leisure purposes prior to construction.
    - I accept the tenants' submissions that, although they did not use the grounds outside for leisure, the presence of the numerous construction materials impacted the tenants' enjoyment of the property in relation to their view from the rental unit as well as coming and going from the building.
    - I find that the landlord has confirmed a period of time where no cleaning was going on during the stop work order and that the windows were not cleaned during the construction period.
- Reduced security as a result of doors being left open with numerous unknown workers coming and going;
- Reduction in water services due to numerous shut offs;
    - In addition to the 6 notices of water shut offs provide, I accept the tenant's submissions that not all shut offs were with notice, as is reasonable to be expected in a construction project of this scope. Although it is not necessary for the landlord to tailor interruptions in water service to the hours of individual tenants, I accept the tenants' submissions that they were impacted by these water shut offs due to the hours that they worked and section 27 of the Act allows for a reduction in rent associated to restricted services or facilities.
- I find that the tenants have not provided any evidence or testimony that they have suffered any adverse medical effects from the mishandling of hazardous materials; however, I accept the tenants' submission that the possibility of exposure would have caused increased anxiety when taken into context with the stop work order being issued and the numerous signs regarding hazardous materials. I have considered the above impact on the tenants' right to quiet enjoyment of the rental unit as one of the cumulative effects regarding the reduction in the value of the tenancy; and
- Reduced elevator availability.
    - Based on a balance of probabilities, I find that it is reasonable that elevator access would be reduced due to the numerous workers on site performing exterior and interior renovations.

I find that a global amount of a rent reduction for the cumulative effects is more reasonable than to grant an award for each issue. In balancing the right of the landlord to perform repairs and maintenance with the tenants' right to quiet enjoyment, I have established that a limited rent reduction in the amount of 10% is reasonable. In reaching this amount of rent reduction, I have considered that the tenants were still able to live in

the rental unit. I have also considered the unreasonable amount of time that the construction period was extended due to the stop work order issued and the issues in relation to it and the scope of the construction activity.

Based on the submissions of both parties, I find that the beginning of the renovations of the entrance, hallways and corridors began on August 26, 2016. For this reason I find that September 2016 is the date when the impact of the renovations became amplified with the expanded scope of construction activity undertaken by the landlord at this time. I further find that the notices for water shut offs all take place within this period.

As the construction in the lobby has been ongoing, I find that the tenants are entitled to this rent reduction from September 2016 up until the month this hearing took place in February 2019.

September 2016 = $99.00 X 1 =	$99.00
October 2016 to September 2017 = $101.87 X 12 =	$1,222.44
October 2017 to September 2018 = $105.64 X 12 =	$1,267.68
October 2018 to February 2019 = $109.87 X 5=	$549.35
Total rent reduction for loss of quiet enjoyment/ reduced services and facilities =	$3,138.47

I find that it is premature to make an order regarding future rent reduction or damages as there is some work to be finalized and completed. For this reason I dismiss the tenants' application for a rent reduction after February 2019, with leave to reapply.

As the tenants were partially successful in their application, I find that the tenants are entitled to recovery of the $100.00 filing fee for this application.

Conclusion

Pursuant to section 67 of the *Act*, I grant a monetary Order in the tenants' favour under the following terms:

Item	**Amount**
Loss of Balcony Use	$1,076.70
Exterior and Interior Construction Noise/Activity	1,772.64
Loss of Quiet Enjoyment/Reduced Services and Facilities	3,138.47

Filing Fee for this application	100.00
Total Monetary Order	**$6,087.81**

Pursuant to section 72 (2) of the *Act,* the tenants may deduct the amounts of rent paid to the landlord until the Monetary Order is satisfied.

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

Dated: March 15, 2019

Residential Tenancy Branch