Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ROYAL TERRACE APARTMENTS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, MNDCT, MNDCL, FFL

Introduction

This hearing dealt with two applications pursuant to the *Residential Tenancy Act* (the "**Act**"). The landlord's application for:

- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement in the amount of $647.50 pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

And the tenant's application for:

- authorization to obtain a return the balance of her security deposit in the amount of $27.44 pursuant to section 38; and
- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement in the amount of $24,007.88 pursuant to section 67.

Both parties attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

Each party testified that they had served their evidence and notices of dispute resolution packages on the opposing party in accordance with the Act. Each party confirmed that the opposing party had served them with their evidence in accordance with the Act.

Preliminary Issue – Amendment of Tenant's Claim

On her application for dispute resolution, the tenant listed the landlord's building manager ("AP") as the respondent, and not the landlord itself. The tenancy agreement is between the landlord and the tenant. Accordingly, AP is not properly a party to this claim.

The tenant consented to the amendment of her application to substitute the landlord as the respondent in place of AP.

As such, pursuant to Rule of Procedure 4.2, I order that the landlord by substituted as the respondent to the tenant's application, in place of AP.

Issue(s) to be Decided

Is the landlord entitled to:

- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement in the amount of $647.50; and
- recover the filing fee for this application from the tenant?

Is the tenant entitled to:

- the return the balance of her security deposit in the amount of $27.44; and
- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement in the amount of $24,007.88?

Background and Evidence

While I have considered the documentary evidence and the testimony of the parties, not all details of their submissions and arguments are reproduced here. The relevant and important aspects of the parties' claims and my findings are set out below.

The parties entered into a written, fixed term tenancy agreement starting February 1, 2014. It subsequently converted to a month to month tenancy, as per section 44(3) of the Act. Monthly rent was $946.00 and was payable on the first of each month. The tenant paid the landlord a security deposit of $417.50.

On September 28, 2018, the parties entered into a written Mutual Agreement to End Tenancy as of November 30, 2018. In this agreement, the landlord agreed to waive one month's rent ($946.00) and the suite cleaning fee ($160.00). The landlord also agreed to pay the tenant $500.00 for moving expenses. The tenant moved out by November 30, 2018.

Return of the Balance of the Deposit

In her application, the tenant claimed for the return of the balance of her deposit in the amount of $27.44. She made no submissions on this point at the hearing and did not direct me to look at any evidence with regard to this portion of her claim.

Noise Issues

The tenant testified that during the course of the tenancy, she was denied the quiet enjoyment of the rental unit on account of excessive noise caused by her neighbours. She testified that she complained of this noise to the landlord on several occasions, and submitted text message transcripts into evidence, as follows (quotes reproduced as written, including errors):

- February 16, 2018 – the tenant complained the man in the unit below hers "does periodic shout from 6pm to 11pm that are absolutely shocking to [her] system and very disturbing."
- June 2, 2018 – the tenant complained again about "all these noises from downstairs" to the landlord. She wrote that these noises are documented by the police.
- June 2, 2018 – the tenant wrote "the aren't fellow neighbours, they are fellow torturer that are making horrible noises on regular basis and are disturbing my peace".
- June 11, 2018 – the tenant wrote "[next door unit] continued on its usual banging thing around and closing window screen full force on continuous basis."
- July 2, 2018 – the tenant wrote "all day [next door unit] is kick against the adjucant wall and the bath tub, the countertop. Resting in the bedroom is literally impossible due to the banging noises they make."
- July 19, 2018 – the tenant wrote "the bathroom fan of either the [next door unit] or [unit directly below rental unit] has been on all day. Teach them to use it as needed that constant noise of a helicopter creates great disturbance for the neighbours who wish to rest in their apartment."
- July 29, 2018 – the tenant wrote "again [next door unit] kicked the walls tha bathtub and made horrific noised. I don't sleep in my bedroom anymore due to the kicking and banging against the bathtub, walls banging cabinets and going back and forth to the balcony.
- August 19, 2018 – the tenant wrote "all day yesterday and today [next door unit] is wrestling with the walls banging things around woke me up 6 O clock."

The tenant submitted a copy of a police report into evidence regarding her complain about the downstairs neighbour. In it, the attending officer wrote that he "witness a set of headphone plugged into the computer and it was obvious that the male was actively playing an online/violence game. It was believed the noise heard by the [tenant] was likely when the male was playing his game." The tenant testified that, after the police visit, the noise from the downstairs neighbour substantially subsided.

The text message transcript submitted by the tenant also included the landlord's responses to many of these comments. These responses include:

- On June 19, 2018, the landlord wrote "I made [the neighbours] aware of the issue with what you have with them but it seems every time there's noise of some sort coming from their unit, you bang and make noise as if your retaliating. […] Keep in mind that it is an apartment […] you will never have absolute and I mean absolute peace and quiet. There will be kids running down the halls having fun and laughing, you will have people decorating their place so you might hear banging and nailing in the wall. You will have people cleaning their unit and so they should. But people aren't doing this to annoy you. I know you love your peace and quiet but keep in mind that it is an Apartment."
- On an unknown date in July, the landlord wrote "like I said I don't think they are doing it on purpose. Maybe they are just cleaning their unit. Just a reminder, the walls aren't concrete and sound travels through thin walls."
- On September 24, 2018, the landlord wrote "I received another complaint from another tenant regarding noise coming from your unit. You seem to be kicking, banging and yelling once you hear noise coming from your neighbour."
- On September 25, 2018, the landlord wrote "every time you message me it's about the same thing over and over. The walls are thin. You won't find a place that is absolutely quiet to your standards, [the neighbours] aren't doing this on purpose, you live in an apartment complex."

The landlord testified that it had investigated the tenant's noise complaints, and concluded that the noise complained of by the tenant was not unreasonable, and was the result of reasonable activities by the other neighbours. The landlord testified that it had not received any complaints from other tenants in the rental property about the units the tenant complained of.

The landlord also testified that it investigated the issue of the noisy fan in the unit below the tenant, and determined that it was changed when that tenant moved in, and was not unduly noisy. In support of this, the landlord entered into evidence a text message

exchange between the owner and the building manager wherein, on June 19, 2018 the building manger writes “got in touch with [downstairs tenant] and we did change his fan when he moved in and he says it works great and isn’t loud at all.”

The landlord also entered into evidence a text messages conversation between the owner and the building manager discussing the tenant’s complaints. On June 20, 2018, the owner wrote to the building manager: “I sent you the reply for [tenant]. Forgot to mention also as before and as usual, make sure that [the tenant’s downstairs neighbour and next door neighbour] are not being noisy or ‘screaming.’ Of course if they were we would have other complaints.”

The landlord argued that it has acted reasonably in addressing the noise complaints of the tenant. It argues that there is no evidence of unreasonable noise, and as such, the tenant has suffered no damage.

Mice and Garbage

The tenant testified that there was garbage left outside the rental property in front of her balcony, and that it was attracting mice. She testified that she informed the landlord of this, and asked that it be cleaned, and the mice problem dealt with, and that it took the landlord over a month to resolve the problem. The tenant did not submit any documentary evidence which supported her allegation that there was a mice problem, or garbage left out in front of her balcony.

The landlord testified that the tenant did complain about mice and garbage in front of her balcony, but denied they took a month to address the problem. The landlord testified that both the owner and the building manager attended the rental property to look for the offending garbage, but did not see any. They testified there was one bag of leaves in front of the tenants balcony that they removed.

The landlord testified that, as a preventative measure, they had their pest control company attend the rental property to take steps to address a mice infestation.

The landlord submitted into evidence text messages between the owner and building manager dated May 16, 2017, wherein the owner conveys the tenant’s complaint to the building manager, and directs him to call the pest control company to inspect and treat the rental unit and surrounding units. In this text message, the owner directed the

building manager to determine if the junk the tenant complained of was being stored on another tenant's deck, and if it was, to direct that tenant to remove the garbage. The landlord testified that the building manager carried out these requests.

Improper Notice of Entry

The tenant testified that, one occasion, she awoke to find the building manager and another individual in her kitchen. She testified that she had no notice of this entry and that she was traumatized by it. She testified that the landlord told her that they had posted a notice on her door the day before about their entry (it was in connection with the mice problem). She testified that she did not receive any such notice.

The landlord did not deny entering the rental unit or that it had given the tenant notice of the entry the day before by way of posting on her door. The landlord testified that they entered the rental unit to deal with the mice problem, as requested by the tenant.

The tenant testified that, after entering into the mutual agreement to end the tenancy, the landlord showed the rental unit to prospective tenants on October 9, 2018 and October 11, 2018. On both these occasions, the landlord gave the tenant notice by way of text message over 24 hours in advance. The landlord submitted a text message chain into evidence confirming this. The text message change also showed that, on October 12, 2018, the tenant asked the landlord if there were any showings for the weekend, and the landlord responded "nothing for tomorrow [Saturday] but possibly Sunday. I'll let you know 24 hours in advance if I do."

On October 12, 2018, the tenant sent the landlord an email wherein she alleged that the landlord has "been behaving in a vindictive manner towards [her]" and she asked the landlords not to show the rental unit on Tuesday or Sundays, as those dates "are the days of healing, prayers and mediation for [her]."

On October 18, 2018, the tenant sent the landlord an email demanding that any future notice to enter the rental unit be in writing and delivered in person or by mail. She stated that if the notice was posted on her door, "the time of entry is delayed by 3 days". She wrote that "tomorrow and everyday [sic] while I am here, I will put a secure chair behind the door of my apartment, any attempt of entry without proper written notice will be reported to the police while I am here. Also, again Sundays and Tuesday are my days of peace, silence and prayers, and I don't allow any strangers to my space on those

days, any other days with proper written notice is fine." The tenant testified that she did not follow through with her threat to block the door.

The landlord and tenant exchanged text messages about these demands. Subsequent to her sending the October 18 letter, the tenant texted the landlord (the date is not shown on the text message transcripts) that she would not deny entry to the landlord if they attempted to enter the suite without her permission.

The landlord testified that the tenancy agreement required that the tenant cooperate with the showing of the rental unit to prospective renters. Section 32 of the tenancy agreement, in part, states:

> The tenant understands and agrees that the rental unit may be shown to potential purchasers or tenants in accordance with the Act. The tenant agrees to fully cooperate in the interest of incoming tenants.

The landlord testified that, after receiving the October 12 letter, it did not try to book any appointments on Tuesdays or Sundays. The landlord testified that, after receiving the October 18, letter it did not book any appointments to show the rental unit until after the tenant vacated the rental unit (October 30, 2018), as it did not want to risk a confrontation with the tenant.

Landlord's Claim for Damages

The landlord claims damages in the amount of $647.50, which represents half a month's rent (at the new rate) for the rental unit. It argues that the tenant breached the tenancy agreement by failing to cooperate with its efforts to show the rental unit to prospective tenants. The landlord argues that it was not able to re-rent the rental unit November 15, 2018. It argues that, if the tenant had cooperated with its efforts to re-rent the rental unit, it would have found a tenant for November 1, 2018.

Tenant's Claim for Damages

On her amended application, the tenant claims damages in the amount of $24,007.88. However, based on the tenant's submissions, her claim for damages is in the amount of $23,952.00, as follows:

Credit for 12 month's rent ($946.00 x 12 months)	$11,352.00

Difference in rent between rental unit and new unit for two years	$9,600.00
Therapy	$3,000.00
Total	**$23,952.00**

I am not certain as to the reason for the $55.88 discrepancy. As the tenant did not submit a monetary order worksheet I am unable to determine this matter on the materials before me.

The tenant argues that due to the excessive noise and loss of quiet enjoyment over the final year of her tenancy, she should be entitled to a full refund of her rent for twelve months.

The tenant entered her medical records into evidence, which states (among other things) that she is “sensitive to noise”

A letter from her doctor included in the medical records states that the tenant has a “hyper sensitivity to loud noise triggering her features of anxiety and PTSD sensitivity to noise” and that the instances of loud noises in the rental property “have exacerbated features of her PTSD, with increased anxiety, insomnia, and body pain. She would benefit from extra counselling, 10 sessions, Physiotherapy, 6 sessions, and Massage Therapy, 6 sessions, to be reassessed after completion.”

The tenant testified that she estimates the cost of 10 sessions of counselling and 6 session of physiotherapy to be $3,000.00. She did not provide any documentary evidence in support of this.

The tenant testified that, due to the noise and her loss of quiet enjoyment, she had to move to a new apartment. She testified that the new rental property she moved into charges her monthly rent that is $400.00 more than the monthly rent she paid for the rental unit. She testified she will stay at this new property for two years. Accordingly, she argues that she is entitled to $9,600.00 (24 months x $400.00) from the landlord.

Analysis

Credibility

The parties provide conflicting evidence on the issue of the amount and reasonableness of noise in the rental property. Given the conflicting testimony, much of this case hinges

on a determination of credibility. A useful guide in that regard, and one of the most frequently used in cases such as this, is found in *Faryna v. Chorny* (1952), 2 D.L.R. 354 (B.C.C.A.), which states at pages 357-358:

> The credibility of interested witnesses, particularly in cases of conflict of evidence, cannot be gauged solely by the test of whether the personal demeanor of the particular witness carried conviction of the truth. The test must reasonably subject his story to an examination of its consistency with the probabilities that surround the currently existing conditions. In short, the real test of the truth of the story of a witness in such a case must be its harmony with the preponderance of the probabilities which a practical and informed person would readily recognize as reasonable in that place and in those circumstances.

Upon consideration of the parties' evidence, I find that the landlord's version of events is more in harmony with the preponderance of probabilities than the tenant's. I accept that the tenant has a hypersensitivity to noise, per her medical records. It seems probable to me that this would cause her to be much more effected by day to day noise of an apartment building than an average person, and this would give rise to her making the complaints to the landlord. As such, I find that the tenant's descriptions of the severity of sounds she was hearing are not objectively reliable. While a bathroom fan may sound like a "helicopter" to her, this does not mean that the fan, in reality, sounds like a helicopter, or indeed is even making an unreasonable amount of noise.

I accept the landlord's testimony that no other tenant in the rental property had made complaints about the neighbors the tenant complained about. This is consistent with the tenant's hypersensitivity to noise documented in her medical records.

My preference of the landlord's evidence over the tenant's is not limited to the accounts of the volume of the noise. Overall, I found the landlord's evidence to be more consistent with the documentary evidence and with the preponderance of probabilities. I found the tenant's liberal use of hyperbole (testifying the fan was like a "helicopter" or characterizing her neighbors as "torturers", for example) to make it difficult to determine which statements were true, and which were exaggerations (for example, I am unsure if the tenant was actually traumatized upon waking up to the building manager in the rental unit. The medical records are silent on this issue). The landlord's representatives, on the other hand, provided testimony that was measured, supported by documentary evidence, and responsive to the issues at hand.

I find that the tenant's testimony is not in harmony with the preponderance of the probabilities which a practical and informed person would readily recognize as reasonable in that place and in those circumstances. Where the testimony of the landlord and the tenant differ, I accept the testimony of the landlord over that of the tenant.

Noise Complaint

As stated above, I prefer the landlord's version of events to that of the tenant's. I accept the landlord's explanation as to the disturbances complained of by the tenant to be the normal noise associated with living in an apartment building.

Section 28 of the Act states:

> **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:
>
> […]
>
> (b) freedom from unreasonable disturbance;

I find that there was no unreasonable disturbance caused by any of the tenant's neighbors. I note that, in the police report which the tenant argues supports her claim that her downstairs neighbor was yelling and screaming, the police officer does not actually hear the downstairs neighbor making any noise. Instead, the report states that the downstairs neighbor "denied making any noise" and the police officer "*believed* [emphasis added] the noise heard by the [tenant] was likely when the male was playing his game."

I find that the tenant was not deprived of her right to quite enjoyment due to her neighbors making an unreasonable amount of noise, and due to the landlord failing to take appropriate action to remedy the situation.

I accept this to be true. I also accept that the landlord conducted an investigation into the tenant's noise complaints upon their receipt (I find the contemporaneous text messages between the owner and the building manager to corroborate the landlord's testimony on this point). I accept the landlord's determination that the noise the tenant was complaining about was not unreasonable.

Mice and Garbage

The tenant has the burden of proof to demonstrate that she was unreasonably disturbed by the presence of mice, or by the presence of garbage which attracted the mice, as per Rule of Procedure 6.6, which states:

> **6.6 The standard of proof and onus of proof**
>
> The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed.
>
> The onus to prove their case is on the person making the claim. In most circumstances this is the person making the application.

The tenant has provided no documentary evidence to show that the rental unit had a mice problem, or that there was garbage outside her balcony which attracted the mice. I have only her testimony to weigh against the landlord's. As such, for reasons stated above, I prefer the landlord's evidence that there was no garbage, other than a bag of leaves (which the landlord removed), outside the tenant's balcony. I have no evidence before me as to what, if any, impact the presence of mice had on the tenant. As such, I find that that the tenant has failed to discharge her evidentiary burden, and find that the tenant failed to prove the presence of mice and garbage in or around the rental unit.

Improper Notice of Entry

I accept the tenant's testimony that she was awoken one day by the landlord and another individual in the rental unit. I accept the landlord's testimony that it posted a notice of the entry on the tenant's door 24 hours in advance of this entry. I also accept the tenant's evidence that she did not receive this notice.

Section 88 of the Act allows such notices to be served by posting on the door of the rental unit. Section 90 of the Act states that if a notice is served by posting on the door, it is deemed to have been served three days later.

Accordingly, I find that the notice posted on the door of the rental unit to be deemed served three days after its posting. Section 29 of the Act states:

Landlord's right to enter rental unit restricted

29(1) A landlord must not enter a rental unit that is subject to a tenancy agreement for any purpose unless one of the following applies:

(b) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant written notice that includes the following information:

(i) the purpose for entering, which must be reasonable;

(ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant otherwise agrees;

I find that entering the rental suite to conduct an inspection for mice (which was complained of by the tenant) or to show the rental unit to prospective renters to be a reasonable purpose for entry of the rental unit.

However, I find that the landlord breached the section 29 of the Act by failing to provide adequate notice of its intention to entry the rental unit.

The tenant also alleged the landlord improperly entered her suite in the final month of her tenancy when the landlord was showing it to prospective renters.

I find that the landlord failed to provide notice in the proper form when it entered the rental unit on October 10, 2018 and October 12, 2018. I find, based on my review of the landlord's documentary evidence, that it provided notice of these entries by text message. This is not a permitted form of notice under section 88 of the Act.

As such, I find that the landlord breached section 29 of the Act.

However, I do not find that the tenant is entitled to be automatically deemed to receive any notice of entry posted on her door three days after it is posted. Section 90 states:

When documents are considered to have been received

90 A document given or served in accordance with section 88 *[how to give or serve documents generally]* or 89 *[special rules for certain documents]*, unless earlier received, is deemed to be received as follows:

[…]

(c)if given or served by attaching a copy of the document to a door or other place, on the 3rd day after it is attached;

The tenant was incorrect when she wrote, “the time of entry is delayed by 3 days”, if the notice of entry is posted on her door. If she actually received a notice earlier that three days after its posting, she is deemed to have received it on that date. The tenant is not entitled to demand four days’ notice for re-entry.

I find that by so demanding, and by threatening to “put a secured chair behind the door of [the rental unit]” the tenant functionally denied the landlord its right to enter the rental unit pursuant to section 29 of the Act.

I also find that the tenant denied the landlord its right to enter the rental unit for reasonable purposes by insisting that it not entry the unit on Tuesdays or Sundays. There is no basis in the Act for a tenant to make such restrictions.

Return of the Balance of the Deposit

As the tenant made no submissions on this issue at the hearing, I am unable to make a determination on this issue. I find that she has failed to discharge her evidentiary burden. I dismiss, without leave to reapply, this portion of the tenant’s claim.

Tenant’s Claim for Damages

I have already found that the landlord did not breach the Act in handling the tenant’s noise complaints and in handling her complaints about the mice and garbage. Accordingly, I award no damage with regards to those breaches alleged by the tenant.

However, I have found that the landlord did breach the Act on three occasions as it failed to provide adequate notice of entry into the rental unit.

In determining if compensation is due, Residential Tenancy Policy Guideline 16 sets out the criteria which are to be applied when determining whether compensation for a breach of the Act is due. It states:

> The purpose of compensation is to put the person who suffered the damage or loss in the same position as if the damage or loss had not occurred. It is up to the party who is claiming compensation to provide evidence to establish that compensation is due. In order to determine whether compensation is due, the arbitrator may determine whether:

- a party to the tenancy agreement has failed to comply with the Act, regulation or tenancy agreement;
- loss or damage has resulted from this non-compliance;
- the party who suffered the damage or loss can prove the amount of or value of the damage or loss; and
- the party who suffered the damage or loss has acted reasonably to minimize that damage or loss.

As stated above, the landlord breached the Act.

The tenant claims $11,352.00 in damages (the equivalent of 12 month's rent) for loss of quiet enjoyment plus $3,000.00 for medical bills she anticipates she will incur in connection with damage suffered as the result of her loss of quiet enjoyment.

The tenant has not persuaded me that any portion of these amounts is the result of the landlord's non-compliance. Based on the letter from her doctor, I find that any anticipated medical bills would be in connection with the noise she alleges she was exposed to, as it triggered "her features of anxiety and PTSD". There is nothing in the doctor's letter to suggest that the prospective medical bills relate to the improper entry into the rental unit of the landlord.

I also find that the return of 12 month's rent to the tenant to be incongruous to the breaches of the Act by the landlord. She submitted no evidence as to how she arrived at this number. As such, I find that the tenant has failed to discharge her onus to show that she actually suffered any damage as the result of the landlord's breach of the Act.

I find that, in the circumstances, nominal damages are appropriate.

Policy Guideline 16 states:

> "Nominal damages" are a minimal award. Nominal damages may be awarded where there has been no significant loss or no significant loss has been proven, but it has been proven that there has been an infraction of a legal right.

I find that the tenant is entitled to nominal damages in the amount of $100.00 per instance of the landlord's breach of the Act ($300.00 total).

Tenant's Claim for Compensation for Increase of Rent.

I find that the parties entered into a Mutual Agreement to End Tenancy. I do not find that the tenant was forced or coerced into making this agreement (no evidence was provided on this issue). I find that the tenant entered into the agreement on the basis that the she felt the landlord was not addressing her noise complaints adequately. I have already found that the landlord addressed the tenant's noise complaints reasonably, and did not breach the Act.

As such, I do not find it reasonable to order that the landlord pay any amount in connection with the increased rent she is now pays. The tenant was free to remain at the rental property, paying a reduced rent. She chose not to, and instead entered into a mutual agreement to end tenancy and moved. The landlord is not required to subsidize her new rent.

Landlord's Claim for Damage

In assessing whether the landlord is entitled to damages, the four point test set out in Policy Guideline 16 must be considered

I find that by denying the landlord its right of entry, the tenant breached the Act as well as the tenancy agreement which required the tenant to "fully cooperate" in the process of re-renting the rental unit.

However, I am not persuaded that the landlord suffered the damage as alleged as the result of the tenant's breach of the Act and the tenancy agreement. The landlord provided no evidence as whether prospective renters wanted to view the rental unit between October 18, 2018 (when the tenant made her demands) and October 31, 2018 (when the tenant vacated the rental unit. I find that the landlord has failed to meet its evidentiary burden to demonstrate that it suffered measurable damage as the result of the tenant's breach of the Act and the tenancy agreement.

In the circumstances, I find that nominal damages in the amount of $100.00 are appropriate.

As the landlord was successful in its claim in so far as it established the tenant breached the Act, I award the landlord the recovery of its filing fee ($100.00), pursuant to section 72(1) of the Act.

In the circumstances, I order that the landlord's award ($200.00) is offset against the tenant's damage award ($300.00). As such, I order that the landlord pay the tenant $100.00.

Conclusion

I dismiss the tenant's application for the return of her security deposit, without leave to reapply.

Pursuant to section 67, I order that the landlord pay the tenant $100.00.

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 28, 2019

Residential Tenancy Branch