Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, MNSD, FFT

Introduction

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

- a Monetary Order for the return of the security deposit, pursuant to sections 38 and 67;
- a Monetary Order for damage or compensation under the *Act*, pursuant to section 67; and
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72.

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.

Both parties agreed that the landlord received the tenants' application for dispute resolution via registered mail on December 11, 2018. I find that the landlord was served with this application in accordance with section 89 of the *Act*.

Both parties agreed that the landlord received the tenants' application amendment via registered mail on February 27, 2019. I find that the landlord was served with the amendment in accordance with section 89 of the *Act*.

Preliminary Issue- Limitation Period

Section 60 of the *Act* states that an application for dispute resolution must be made within 2 years of the date that the tenancy to which the matter relates ends.

Both parties agree that this tenancy ended on December 5, 2016. The landlord testified that he believed the tenants made an application for dispute resolution more that two years after the tenancy ended.

The tenants testified that they filed their claim on December 2, 2018. The Residential Tenancy Branch records show that the tenants filed their application for dispute resolution on December 2, 2018. During the hearing I informed both parties that the tenants filed their application for dispute resolution within the 2-year limitation period and that their application would be determined on its merits.

Issue(s) to be Decided

1. Are the tenants entitled to a Monetary Order for the return of the security deposit, pursuant to sections 38 and 67 of the *Act*?
2. Are the tenants entitled to a Monetary Order for damage or compensation under the *Act*, pursuant to section 67 of the *Act*?
3. Are the tenants entitled to recover the filing fee for this application from the landlord, pursuant to section 72 of the *Act*?

Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of both parties, not all details of their respective submissions and arguments are reproduced here. The relevant and important aspects of the tenants' and landlord's claims and my findings are set out below.

Both parties agreed to the following facts. This tenancy began on October 1, 2014 and ended on December 5, 2016. At the beginning of the tenancy monthly rent in the amount of $1,300.00 was payable on the first day of each month. A security deposit of $650.00 was paid by the tenants to the landlord. A written tenancy agreement was signed by both parties and a copy was submitted for this application.

Both parties agreed to the following facts. A move in condition inspection report and a move out condition inspection report were not completed by the parties. The landlord did not provide the tenants with two opportunities to complete the aforementioned inspection reports.

Both tenants testified that they posted their forwarding address on the landlord's door on November 27, 2016. A photograph evidencing same was entered into evidence. The tenants testified that when they gave the landlord the keys to the subject rental property on December 5, 2016, the landlord confirmed receipt of their forwarding address but informed them that he would not be returning the tenants' security deposit. The landlord testified that he did not receive the tenants' forwarding address and kept the security deposit because of damage to the baseboards at the subject rental property. The landlord testified that he did not return the tenants security deposit or file an application with the Residential Tenancy Branch to retain the tenants' security deposit.

The tenants testified to the following facts. The landlord verbally informed them that he was increasing rent from $1,300.00 to $1,350.00 effective January 1, 2016. The tenants told the landlord that the increase was too high, and the landlord responded by saying that he could increase the rent as much as he wanted. The tenants only paid the increased rent at that time because they thought they would be evicted if they did not.

The tenants testified that the landlord increased their rent over the amount allowed by the Residential Tenancy Act Regulation and did not provide them with proper notice of the rent increase. The tenants argued that the rent increase should be struck down and they should be reimbursed for the increased rent in the amount of $50.00 per month they paid from January 1, 2016 to December 5, 2016 for a total of $558.00 as per the following calculations:

> January 2016 – November 2016 = 11 (months) * $50.00 (rent increase) = $550.00
>
> $50.00 (rent increase) / 31(days in December 2016) = 1.6 * 5 (days tenants lived at the subject rental property in December 2016) = $8.00
>
> **Total: $558.00**

The landlord testified to the following facts. The landlord provided the tenants with a Residential Tenancy Branch Notice of Rent Increase form in October of 2015 for a rent increase of $32.50 effective January 1, 2016. The landlord testified that he did not keep a copy of the Notice of Rent Increase form he provided to the tenants and so could not enter it into evidence. The landlord testified that tenancy agreement states that parking for one vehicle is included in the rent and that the tenants purchased a second vehicle and agreed to pay a parking fee of $25.00 per month effective January 1, 2016. The landlord testified that the Notice of Rent Increase increased the tenants rent by 2.5%.

Later in the landlord's testimony the landlord stated that the Notice of Rent Increase increased the tenants' rent by 2.9%. No parking agreement was entered into evidence. The tenancy agreement states that parking for one vehicle is included in the rent, there is no mention of a parking fee for additional vehicles.

The tenants testified that the landlord did not charge them extra for their second vehicle.

The tenants testified to the following facts. They rented a two-bedroom basement suite from the landlord; their two sons, then aged 2 and 4 shared one bedroom and the tenants and their infant daughter shared the second bedroom. Shortly after moving in, in October 2014 the tenants noticed that their children's bedroom did not have a thermostat and was cooler that the rest of the suite. The tenants contacted the landlord who said that he would provide the tenants with a space heater; however, this did not occur. The landlord did not dispute the tenants' testimony.

The tenants testified to the following facts. In October of 2015 the tenants noticed that there was mold on the head board of their sons' beds. They immediately contacted the landlord who told them to clean the mold off the beds. The landlord then provided the tenants with a space heater for the children's room. The landlord did not dispute the tenants' testimony.

The tenants testified to the following facts. In February of 2016 the tenants found that the carpeted floor in the children's room was wet to the touch. The tenants immediately contacted the landlord who attended, ripped out the carpet and found a large area of black mold. The landlord then cleaned the area of black mold with bleach and laid down new flooring. At this time the tenants informed the landlord that their children had been suffering from respiratory symptoms and that the tenants were concerned about the mold and their children's' health. The landlord did not dispute the above testimony.

The tenants testified that the landlord promised to get them a de-humidifier for the children's bedroom but took months to actually provide it because he was looking for a cheap second-hand humidifier. The landlord contested this testimony and testified that he provided the tenants with a de-humidifier in February of 2016.

The tenants testified to the following facts. On June 2, 2016 the tenants found that the children's mattresses were wet, they hoped that the children accidentally spilled some water rather than a return of the previous problems. After discovering that the mattresses were wet, the tenants dried them out and had the children sleep on their

mattress in the living room in case the water and mold issued had returned. The tenants waited to see if dampness in the children's room was from an accidental water spill or a water incursion. On June 23, 2016 the tenants contacted the landlord who inspected the subject rental property and agreed that the water and mold had returned. The tenants against expressed their concern about their children's health to the landlord. The landlord did not dispute the above testimony.

Both parties agreed that the children should not sleep in their bedroom due to the mold. The tenants testified that their children slept in the living room from June 2, 2018 to December 5, 2018 as the children's room was unlivable. The tenants testified that since the children's mattresses were moved to the living room, the living room lost it functionality. The tenants testified that the hallway became a storage area for all of the children's belonging. Photographs showing same were entered into evidence.

Both parties agreed to the following facts. The tenants requested a rent reduction from the landlord due the recurring mold problem. The landlord granted a rent reduction of $150.00 per month from July 2016 to the end of the tenancy. The tenants requested a larger rent reduction which was denied.

The tenants testified to the following measurements of the subject rental property:

- Children's bedroom: 150 square feet
- Hallway: 135.72 square feet
- Living room: 120.75 square feet
- Total square foot loss: 406.47 square feet
- Total square foot of suite: 900 square feet

The above measurements were not disputed by the landlord.

The tenants are seeking compensation for loss of their use of the rental suite according to the following calculation for June 2016:

- $1350.00 / 900 square feet = $1.50 per square foot
- 406.47 square feet x $1.50.00= $609.70

The tenants are seeking compensation for the loss of their use of the rental suite according to the following calculation for July- November 2016:

- $609.70 - $150.00 (rent reduction) = $459.70 x 5 (months) = $2,298.50

The landlord testified to the following facts. Prior to June 2016 the landlord did not believe there was a water incursion problem causing the mold, but that the children had

spilt water in their room and that is why repairs beyond cleaning and removing the carpet were not completed. In June of 2016 the landlord contacted his insurer to determine if the required repairs were covered under his insurance plan, his claim was denied. The landlord entered into evidence a letter from his insurer stating same. In August of 2016 the landlord hired a restoration company to investigate the cause of the mold in the children's bedroom. A letter from the restoration company dated August 6, 2016 was entered into evidence. The August 6, 2016 letter stated:

> "water entering the basement suite bedroom is caused by standing water building up against the exterior of the foundation near the suite bedroom, then entering through the suite bedroom window opening."

The letter went on to make recommendations to address the problem. The landlord submitted a second insurance claim which was denied in September of 2016.

Both parties agreed to the following facts. On October 5, 2016 the landlord personally served the tenants with a Two Month Notice to End Tenancy for Renovation or Repair with an effective date of December 4, 2016. On October 16, 2016 the landlord provided the tenants with an e-mail money transfer in the amount of $1,261.37: $1,200.00 was for one months' free rent, as required by the *Act,* and $61.37 was to reimburse the tenants for a latch purchased by the tenants to fix the washing machine at the subject rental property.

The tenants testified that on November 27, 2016 they posted a letter on the landlord's door providing 10 Days' Notice to End Tenancy and requesting the landlord to provide a pro-rated return of December's rent, pursuant to section 50 of the *Act*, in the amount of $1,006.45. The landlord did not dispute this testimony.

Both parties agreed that the landlord sent the tenants an e-mail money transfer in the amount of $1,007.00 on December 5, 2016, reimbursing the tenants for days they did not occupy the subject rental property in December 2016.

The landlord testified to the following facts. The landlord evicted the tenants because the remediation required vacant possession. Remediation of the property started in February 2017 and was not completed until April 2017. It took the contactors two months to complete the repairs to the outside of the subject rental property and one month to complete the repairs to the inside of the subject rental property. The repairs inside the subject rental property were limited to the children's bedroom where the drywall and flooring had to be replaced.

The tenants testified to the following facts. The landlord told them that he was evicting them because he ran out of money to complete the repairs in October 2016. The tenants lived without the children's bedroom from July – December 2016; since the remediation only involved the children's bedroom and only took one month, the remediation could have been completed while the tenants resided at the subject rental property. The tenants alleged bad faith on the part of the landlord for evicting them. The tenants argued that the landlord evicted them because he did not want to fulfill his duties as a landlord and complete the repairs.

The landlord agreed that he told the tenants that he was evicting them because he could not afford to make the repairs; however, he only told them that to get them to move out. The landlord testified that the repairs were not completed earlier because his insurance company denied his claims. Letters dated June 28, 2016 and September 22, 2016 from the landlord's insurance company denying the landlord's claim were entered into evidence.

The tenants contacted the same restoration company that provided the landlord with the August 6, 2016 letter. The restoration company provided them with a letter dated February 13, 2019 which states:

> "From what I saw of the water damage to the front bedroom of the lower suite in August 2016, in my professional opinion the work on the inside would have taken between 3-4 weeks, and the outside work 1-2 months. During the repairs it is industry standard practice to isolate the bedroom to perform the work and to allow tenants to use the rest of the suite."

The tenants testified to the following facts. The landlord agreed to pay them $1,000.00 towards a new bunkbed for the children (instead of two separate beds) because the children's beds were damaged by the mold. However, the landlord only provided them with $324.00 towards the new bunkbed. The tenants entered into evidence a receipt for a new bunkbed in the amount of $1,343.99. The tenants are seeking $676.00 pursuant to the following calculation:

> $1000.00 (amount promised by landlord)- $324.00 (amount received from landlord) = $676.00.

The tenants testified that the children's beds were one year old when they were thrown out due to water and mold damage.

The landlord testified that he agreed to pay the tenants up to $1000.00 to replace the children's' bed but that since the beds were not new when they were damaged, he

should not have to pay the full $1000.00 for the new bunkbed and so only paid the tenants $324.00 towards the bunkbed.

The tenants testified that their children started to suffer from respiratory symptoms in 2015 and that they did not get better until they moved out of the subject rental property. The tenants argued that the mold at the subject rental property caused their children's respiratory symptoms. In support of this argument, the tenants entered into evidence a letter from the children's family doctor which states:

> "[the child] had recurrent prolonged respiratory symptoms with cough and wheeze in 2015 during a period when his parents reported their home had extensive mould. I advised remediating the mould or moving out of a home with mould and his respiratory illnesses improved when he moved to a new home."

The tenants testified that they are seeking a monetary order in the amount of $7,000.00 for loss of quiet enjoyment of the subject rental property due to their sons' ongoing illnesses which they link to the mould. The tenants did provide an explanation on how the sum of $7,000.00 was reached; they testified that they did not know how to put a value on their children's health.

The landlord testified that the children's illnesses were out of his control and that it was impossible for him to have foreseen that they would get sick. The landlord argued that he did not cause the leak in the foundation and didn't know it was there so he should not be held responsible for the children's illnesses.

Analysis

Rent Increase

Residential Policy Guideline 37 states that the Legislation permits a landlord to impose a rent increase up to the amount:
(a) calculated in accordance with the regulations,
(b) ordered by an arbitrator on application, or
(c) agreed to by the tenant in writing.

A tenant's rent cannot be increased unless the tenant has been given proper notice in the approved form at least three months before the increase is to take effect. The tenant's rent can only be increased once every 12 months. A rent increase that falls

within the maximum amount permitted by the applicable Regulation cannot be disputed at a dispute resolution proceeding.

Pursuant to the Regulations, the maximum allowable rent increase for 2016 was 2.9%.

The onus or burden of proof is on the party making the claim. When one party provides testimony of the events in one way, and the other party provides an equally probable but different explanation of the events, the party making the claim has not met the burden on a balance of probabilities and the claim fails.

The landlord claimed that he served the tenants with a Notice of Rent Increase in October of 2015; however, he did not enter said notice into evidence. The tenants denied receiving a Notice of Rent increase from the landlord. The landlord testified that the tenants agreed to pay an additional $25.00 per month for parking an additional vehicle, the tenants disagreed. The landlord furnished no evidence to corroborate his testimony. I find that the landlord has not proved, on a balance of probabilities, that he served the tenants with a Notice of Rent Increase in accordance with section 42 and 43 of the *Act* or that the tenants agreed to pay an additional $25.00 per month for vehicle parking.

I also note that the landlord's testimony was inconsistent as the percentage he claimed to have increased the tenants' rent by changed from 2.5% to 2.9% during his oral testimony, thereby reducing the credibility of the landlord's testimony.

Section 7(1) of the *Act* states that if a landlord or tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.

As I have found that the landlord failed to comply with sections 42 and 43 of the *Act*, I find that the tenants are entitled to the return of the rent increase they paid from January 1, 2016 to June 30, 2016 in the amount of **$300.00.** The tenants claim is limited to June 30, 2016 as the tenants received a rent reduction from July 1, 2016- December 5, 2016.

Loss of Quiet Enjoyment- Living Space

Section 28 of the *Act* states that a tenant is entitled to quiet enjoyment including, but not limited to, rights to the following:

(a)reasonable privacy;

(b)freedom from unreasonable disturbance;

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

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

Residential Policy Guideline 6 states that 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.

Section 10(1)(a) of the tenancy agreement and section 32 of the *Act* states that the landlord must provide and maintain the residential property in a reasonable state of decoration and repair, suitable for occupation by a tenant.

I find the landlord did respond to the mold issue in the children's bedroom in a timely manner after it was first reported by the tenants in October of 2015. The landlord testified that he believed that the October 2015 issue was caused by the tenants' children spilling water; however, the landlord took no identifiable steps to investigate the cause of the water incursion. The tenants repeatedly informed the landlord of the recurring water and mold problem and the landlord failed to take adequate and timely steps to investigate the cause of the water and mold problem. The landlord did not have a restoration company come in to inspect the subject rental property until August of

2016, nearly 11 months after the water and mold problem were first brought to his attention.

The landlord testified that the property was not remediated sooner because his insurance company denied his claim. I find that the landlord's duty under section 32 of the *Act* operates independently from his insurers responsibilities. I find that the landlord had a responsibility to quickly asses the water and mold issue and remediate it. The speed of the insurer does not lessen the landlords responsibility under section 32 of the *Act*.

I find that the landlord breached section 28 and 32 of the *Act* because he was aware of the water and mold problems but failed to take reasonable steps to correct them.

Pursuant to section 65(1)(f) of the Act, if the director finds that a landlord has not complied with the Act, the regulations or the tenancy agreement, the director may issue an order to reduce past or future rent by an amount equivalent to a reduction in the value of a tenancy agreement.

As I have found that the landlord breached sections 28 and 32 of the *Act*, I find that the tenants are entitled to a past rent reduction. Upon review of the tenant's calculation for loss of living area, I find that they are reasonable but over complicated. There was no dispute that the mold issue was serious and that the tenants moved their children's beds into the living room of the rental unit due to health concerns. I find that as a result the tenants not only suffered a loss of use of their children's bedroom but also suffered a loss of use and enjoyment of their living room area and hallway. I find that a 45% rent reduction from June 2016 to November 2016 is a reasonable estimate of the loss suffered by the tenants which includes compensation for loss of use of the bedroom, living room and hallway as it is ordinarily intended to be used and loss of enjoyment of the rental unit as a whole as a result of the inconvenience, stress and anxiety caused by the situation.

In calculating the above damages, I use a rental rate of $1,300.00 as I have already compensated the tenants for the illegal rent increase.

$1,300.00 (rent) x 6 (months)= $7,800.00
$7,800.00 x .45 = $3,510.00

I also take into account the fact that the landlord reduced the rent from July 2016 to the end of the tenancy to $1,200.00.

$3,510.00 – 500.00 (5 months' rent reduction) = $3,010.00

I find that the tenants are entitled to a past rent reduction in the amount of **$3,010.00.**

Loss of Quiet Enjoyment- Health

The tenants submitted a doctor's note which states that one of the tenants' children suffered from respiratory symptoms at the same time the parents reported mold in the subject rental property and that the child's symptoms improved after the child moved out of the subject rental property. I find that there is a strong correlation between the child's illness and the presence of mold; however, I find that the doctor's note alone does not prove that the mold alone caused the child's symptoms.

While the tenants phrased their claim for their children's' ill health as a loss of quiet enjoyment, I find that it is actually a claim for non-pecuniary damages for pain and suffering. Nothing in the *Act* gives me jurisdiction to award non-pecuniary damages.

Policy Guideline 16 states that 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.

The tenants were unable to explain how they arrived at their claim of $7,000.00. I find that the tenants have failed to prove the amount or value of their loss as required under the *Act.*

For all of the above reasons, I dismiss the tenants' claim for $7,000.00 for loss of quiet enjoyment due to ill health.

Good Faith

Policy Guideline 2 states that good faith is a legal concept and means that a party is acting honestly when doing what they say they are going to do or are required to do under legislation or a tenancy agreement. It also means there is no intent to defraud, act dishonestly or avoid obligations under the legislation or the tenancy agreement. If the good faith intent of the landlord is called into question, the onus is on the landlord to establish that they truly intended to do what they said on the notice to end tenancy. The landlord must also establish that they do not have another purpose or an ulterior motive for ending the tenancy.

I find that the landlord has not proved that he did not have an ulterior motive for ending the tenancy, namely avoiding his responsibilities under the *Act* to repair and maintain the subject rental property in a timely manner.

I find that the landlord did not establish that the renovations required vacant possession of the subject rental property. To the contrary, I accept the truth of the contents of the February 13, 2019 letter from the restoration company which stated that the remediation/renovations did not require the subject rental property to be vacant.

On the date the Two Month Notice was served on the Tenants, section 51(2) of the *Act* stated that in addition to the amount payable under subsection (1), if:

- Steps have not been taken to accomplish the stated purpose for ending the tenancy under section 49 within a reasonable period after the effective date of the notice, or
- The rental unit is not used for that stated purpose for at least 6 months beginning within a reasonable period after the effective date of the notice,

the landlord must pay the tenant an amount that is the equivalent of double the monthly rent payable under the tenancy agreement.

On May 17, 2018 changes to the *Act* came into effect which changed the amount payable from a landlord to a tenant under section 51(2) of the *Act* from double the monthly rent payable to 12 months' rent. This change came into effect after the tenants received the Two Month Notice; therefore, the tenant is only entitled to claim double the monthly rent payable under the tenancy agreement.

While I find that the landlord ended the tenancy in bad faith and that vacant possession was not necessary, I find that the landlord took steps to accomplish the stated purpose for ending the tenancy under section 49 within a reasonable period after the effective date of the notice. I therefore find that the tenants are not entitled to receive double the monthly rent as per section 51(2) of the *Act.* Had the tenants applied to cancel the Two Month Notice prior to moving out of the subject rental property, I would have cancelled the notice due to the bad faith of the landlord.

Monetary Claim- Bunk Beds

Earlier in this decision I found that the landlord breached section 32 of the *Act* by failing to provide and maintain the residential property in a reasonable state of decoration and repair, suitable for occupation by the tenants. I further find that the landlord's breach of section 32 caused the destruction of the tenants' children's bed due to water and mold growth.

Section 7(1) of the *Act* states that if a landlord or tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.

Policy Guideline #40 states that the useful life for furniture is 10 years (120 months). Therefore, at the time the beds were damaged, there was approximately 108 months of useful life that should have been left for the beds. I find that since the beds required replacement after only 12 months, the landlord is required to pay according to the following calculations:

> $1,343.99 (cost of new bed) / 120 months (useful life of beds) = $11.20 (monthly cost)
>
> $11.20 (monthly cost) *108 months (expected useful life of beds after they were damaged) = $1,209.60 - $324.00 (amount landlord provided) = **$885.60**

Security Deposit

Section 38 of the Act requires the landlord to either return the tenants' security deposit or file for dispute resolution for authorization to retain the deposit, within 15 days after the later of the end of a tenancy and the tenant's provision of a forwarding address in

writing. If that does not occur, the landlord is required to pay a monetary award, pursuant to section 38(6)(b) of the Act, equivalent to double the value of the security deposit.

At the beginning of the hearing the tenants testified that they posted their forwarding address on the landlord's door on November 27, 2016. The landlord denied receiving it.

The tenants testified that they posted their 10 Day Notice to End Tenancy on the landlord's door on November 27, 2016 which requested that the landlord reimburse them for their prorated rent in the amount of $1,006.45 under section 50 of the *Act*. The landlord did not dispute this evidence. The landlord entered into evidence an e-transfer dated December 5, 2016 to the tenant in the amount of $1,007.00.

I note that the letter containing the tenants' forwarding address and 10 Day Notice are one and the same. I find that while the landlord disputed receiving the tenants forwarding address he did not dispute receiving the tenants 10 Day Notice. In addition, the fact that the landlord sent the tenants an e-transfer a week after the tenants' state the letter was posted for an amount (when rounded up) that equals what was requested in the aforementioned letter, lends credence to the tenants' testimony.

Pursuant to section 88 and 90 of the *Act,* I find that the landlord was deemed to have received the tenants' forwarding address in writing on November 30, 2016.

I find that since the landlord did not file an application to retain the tenants' security deposit within 15 days of receiving the tenants' forwarding address in writing, the tenants are entitled to receive double their security deposit in the amount of $1,300.00.

As the tenants were successful in their application I find that they are entitled to recover the $100.00 filing fee from the landlord, pursuant to section 72 of the *Act*.

Conclusion

I issue a Monetary Order to the tenants under the following terms:

Item	**Amount**
Illegal rent increase	$300.00
Loss of quiet enjoyment	$3,010.00

Bunk bed	$885.60
Doubled security deposit	$1,300.00
Filing Fee	$100.00
TOTAL	**$5,595.60**

The tenants are provided with this Order in the above terms and the landlord must be served with this Order as soon as possible. Should the landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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: March 13, 2019

Residential Tenancy Branch