Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFT MNDCT

A. Introduction

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

- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement in the amount of $22,620.00 pursuant to section 67; and
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

This matter previously came to hearings on March 18, 2019 April 3, 2019, and May 3, 2019. Interim decisions were issued following each of those hearings, the contents of which will not be repeated in this decision.

The tenant attended the hearing. The landlord was represented by his property manager.

B. Issue(s) to be Decided

Is the tenant entitled to a monetary order in the amount of $22,620.00 from the landlord representing compensation for damages suffered as the result of the landlord breaching the Act?

Is the tenant entitled to recover his filing fee?

C. 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 tenancy agreement starting September 1, 2015. Monthly rent was $4,300.00 plus utilities. The tenant paid the landlord a security deposit of $2,150.00, which was returned to the tenant on January 31, 2018, at the end of the tenancy.

Throughout the course of the hearing, the tenant's submissions were unfocused, and often devolved into complaints about the character and motives of the landlord and his agents, rather than the substantive merits of his claim. This made it, at times, difficult to follow the tenant's submissions.

The tenant submitted a number of witness statements from various members of his household. He did not refer to these documents with any level of specificity during the hearings.

The tenant provided a number of pieces of documentary evidence were cross-referenced with two tables prepared by the tenant which have greatly assisted me in writing this decision.

I understand that tenant's claim for a monetary order to be comprised of the following:

Loss of Quiet Enjoyment during time rental unit roof was replaced	$4,300.00
Damages for breach of contract as the result of poor condition of rental unit at the outset of the tenancy	$4,300.00
Loss of use of basement due to incomplete repairs	$4,300.00
Compensation for time off of work to oversee repairs	$2,000.00
Compensation for Hydro used by landlord's contractors when replacing the roof	$300.00
Compensation for the landlord's realtor using authorized pictures of the interior of the rental unit which included the tenant's furniture	$7,100.00
Filing fees	$100.00
Mailing fees	$20.00
Total	**$22,420.00**

At the hearing, the tenant abandoned a portion of his claim to recover cleaning costs at move in ($200.00).

I will describe each of these heads of damage in turn.

1. Roof

At some point in November 2016, the tenant advised the landlord that the roof of the rental unit was leaking. The landlord and the tenant agree that the landlord had a roofing company attend the rental unit and fix the leak. The landlord entered into evidence an invoice for this repair dated November 16, 2016. This invoice listed under the heading “Job Performed”:

1) Shimmed shakes with laminate shingles as needed
2) Roof needs to be replaced – estimate given
3) Raccoon problem exists as well

The landlord entered into evidence a quote of $22,880.00 for the replacement of the roof dated November 16, 2016. The landlord’s agent testified that the leak repair performed in November was a temporary one. He testified that the landlord intended to replace the roof as soon as possible but was only able to start work on the replacement in April 2017 due to inclement weather and contractor availability. The landlord’s agent testified that these repairs were done to ensure that the rental unit was fit for habitation.

The landlord’s agent testified that the roof replacement started April 1, 2017. He testified that he originally notified the tenant that the roof replacement would take one week, but that due to poor weather it took two and a half weeks to replace the roof.

The tenant agrees that the roof replacement took two and a half weeks. However, he testifies that its replacement was not necessary, and was only undertaken so that the landlord could obtain a higher sale price for the rental unit.

The tenant testified that he did not consent to the roof being replaced, and that the replacement process made extreme noise, dust, and dirt. He testified that there was debris all around the exterior of the rental unit, which made it impossible for him to fully use the outside areas of the rental property and blocked exterior access to the pool and the basement. He submitted photos into evidence of such debris blockages. He testified that these disturbances caused him and his family great discomfort.

The tenant also argued that he should be compensated the equivalent of one month’s rent for the hardship the roof replacement caused him and his family, and for the effect it had in limiting his ability to use the rental property.

The landlord's agent argued that the roof replacement was an emergency repair (within the meaning of the Act) and that the landlord does not need the tenant's consent to conduct such repairs. He agrees that there was debris that limited the tenant's access to parts of the exterior of the rental property during the roof replacement process and does not deny that the work done to the roof would have caused some noise. However, he argues that the roof replacement was necessary and that the fashion in which it was done was reasonable under the circumstances.

The landlord's agent argued that, as such, no compensation to the tenant is warranted. He additionally argued that, in any event, he does not believe the Act permits an award of damages to a tenant as the result of the landlord making emergency repairs.

2. Hydro Bill

The tenant alleges that during the course of the roof replacement the contractors plugged their equipment into the rental unit's power supply and caused his Hydro bill to increase by $300.00. The tenant entered photos of the contractor's extension cords plugged into the rental unit outlets in support of this assertion. He did not provide any documentary evidence to show that he suffered a loss of $300.00, or any other amount.

The landlord's agent did not dispute that the contractors used power from the rental property. Rather he argues that the tenant cannot prove how much this cost the tenant. As such, he argues, the landlord should not have to pay anything under this section of damages.

3. Condition of Rental Unit at Start of Tenancy

The rental unit was in a state of some disrepair when the tenant moved in. The landlord does not dispute this. The tenant alleges that a great many repairs were required at the outset of the tenancy. The tenant testified and provided documentary evidence relating to the following deficiencies:

1) Non-functional dishwasher and oven
2) Dangerous electrical problems
3) Plumbing and shower leaks
4) Disintegration of an old carpet in the solarium
5) Dirty hot water tank and forced air vents
6) Miscellaneous
    a. No blinds installed
    b. Rusty garage door spring

c. Vacuum hose and pool hose missing
d. Remote control
e. Windows/doors had no locking mechanism

(collectively, the "**Deficiencies**")

3.1 Dishwasher and Oven

The tenant testified that the dishwasher and oven did not work at the outset of the tenancy. He advised the landlord of broken oven on September 8, 2015, and of the broken dishwasher on September 18, 2015. The tenant testified that he was unable to cook meals for his family as the result of the oven and dishwasher being broken. He testified that he and his family had to eat out all month as a result. He did not provide any evidence as to the costs he incurred as a result of having to eat out for this period of time.

The landlord's agent agreed that these appliances were non-functional.

The landlord replaced the oven on October 1, 2015. He had the dishwasher repaired on September 23, 2015. He submitted invoices to support of these dates.

3.2 Electrical issues

The tenant reported issues with the electrical in the house to the landlord on September 21, 2018. He wrote that "one of the breakers kept jumping" and "it's obvious there's [an] electrical short". Later that same day the landlord replied and offered to book an electrician or allowing the tenant to book his own to fix the problem. The tenant wrote back the following day and stated that he hired an electrician who fixed the "dangerous situation".

3.3 Plumbing and Shower Leaks

On September 8, 2015 the tenant reported two leaks to the landlord. He wrote (formatting original):

> You need to **URGENTLY** send a plumber to fix two LEAKS immediately:
> 1- We just noticed this weekend that one of the showers is **leaking water INSIDE the walls down to the outside-floor** (Landlord should recognize this can seriously damage his property).
> 2- Another Shower head is also **leaking badly**

The landlord repaired these leaks on September 10, 2015. He entered into evidence a report from the attending plumber, and an invoice for the work done.

3.4 Carpet

The tenant testified that the carpet in the solarium was “disintegrating” when he moved in. He advised the landlord of this on September 25, 2015. He wrote in his email tha the solarium was unusable as a result. Some emails were exchanged regarding how to resolve the issue, but neither party entered any documentary evidence showing how the issue of the disintegrating carpet was resolved. In his written submissions the tenant states that a new carpet was purchased, but the documents he refers to in those submissions do not make it clear who paid for the replacement. The tenant’s written submissions indicated that this matter was resolved on November 15, 2015.

The landlord’s agent did not dispute any of the TT’s evidence concerning the solarium carpet.

3.5 Vents and Hot Water Tank

The tenant advised the landlord of the dirty air vents throughout the rental unit on October 7, 2015. He advised the landlord of the damaged hot water tank in early October 2015. The landlord arranged for vents to be cleaned on October 14, 2015, and the hot water tank to be repaired on October 6, 2015. The landlord submitted invoices supporting these dates into evidence.

3.6 Miscellaneous

The tenant alleged that a number of other deficiencies existed with the rental property at the start of the tenancy. However, other than the matter of the rusty garage door spring, he referred to no basis in the documentary evidence that these issues were communicated to the landlord or that they existed at all.

The tenant did advise the landlord that the garage door spring was rusted on October 11, 2015. However, I am unsure as to how this matter was resolved. On October 30, 2015, the landlord emailed the tenant stating that the garage door repair would be paid for by the landlord, but I am unsure if this occurred, when the repairs were made or if the landlord arranged for the repair, or if the tenant made the arrangements.

3.7 The Parties’ Positions

The landlord does not deny that these problems existed. Rather he argued that the tenant had already been compensated for any loss he suffered as a result of these problems.

Both parties agree that the landlord permitted the tenant to deduct roughly $1,650.00 from October's monthly rent to compensate the tenant for his out of pocket expenses incurred in connection with making repairs to the rental unit.

Additionally, the landlord's agent testified, and the tenant agreed, that the tenant did not pay any monthly rent for the month of September. The landlord entered an addendum of the tenancy agreement dated August 31, 2015 into evidence which contained the following clause:

> "Rent will not be collected from September 1, 2015 to September 30, 2015."

The landlord claimed no September rent was collected as compensation for the inconvenience suffered by the tenant in light of the problems with the condition of the rental unit. The tenant disagreed and stated that no September rent was charged because the landlord wanted the rental unit to be occupied as soon as possible, but the tenant did not want to move in until October 2015. He testified that he agreed to move in in September 2015 on the condition that he pay no rent for that month.

In any event, the landlord's agent argued that the landlord dealt with the problems in a reasonable amount of time. As such, he argued, the tenant is not entitled to any monetary award.

4. Compensation for tenant's time

The tenant entered into evidence 39 pages of emails and other correspondence between himself and the landlord's representatives regarding a variety of problems with the condition of the rental property at the start of the tenancy. The tenant has not provided any documentation showing how much time he spent dealing with these issues or showing how he calculated the amount of $2,000.00 as proper compensation for his time. I cannot say how he arrived at this figure.

The landlord's agent conceded that the tenant is entitled to some compensation for the time he spent dealing with problems with the rental unit at the outset of the tenancy.

However, he argued that $2,000.00 would not be an appropriate amount of compensation. He stated that $1,000.00 would be the proper amount of compensation. The landlord's agent provided not calculations for how he arrived at this figure.

5. Basement Damage

The tenant testified that in May 2017, pipes burst in the basement of the rental property. He testified that the landlord hired contractors to repair leaking pipes. The tenant testified that, to access to the pipes, the contractor cut a number of holes in the drywall in the downstairs bathroom walls and ceiling, and downstairs hallway ceiling. He testified that the contractor never returned to repair the holes, and that the contractor left debris on the basement floor. He submitted into photographs of several holes in the drywall in the downstairs bathroom, the downstairs hallway, and of debris in a hallway. He testified that shortly after the contractor left, he cleaned up the debris himself, but that the holes remained until the end of the tenancy.

The tenant testified that these holes caused the basement to be unusable by his children and their live-in nanny. He testified that the children were afraid that rodents would come out of the holes (no evidence was given that this ever occurred), and that the holes in the walls of the bathroom required the nanny to stay upstairs, and not be able to use basement. The tenant did not expand on the reason for this. It should be noted that the holes in the bathroom were in the interior drywall only and did not allow for someone outside the bathroom to see into it.

The landlord's agent did not deny that the holes existed, or that they were never repaired. Rather he argued that such holes would not cause the basement to be unusable, and it was unreasonable for the tenant not to use the basement as the result of the presence of these holes.

6. Compensation for Realtor Photos

In his written submissions the tenant wrote:

> Owner RealEstate Selling Agent [sic] ordered his camera man to take pictures of my furniture without informing me or my approval or consent and advertised it on MLS and his Website and ad's (pls see attached pictures, also 4 adult witnesses were present). He took advantage of & benefited from Free Staging of the well organized & clean house to sell this house, using our beautiful new furniture with no permission, and without compensating us at all.

The tenant further claimed that the reals estate agent “promised that he would compensate [the tenant] for all the inconvenience he was causing [the tenant and his family]” but that the realtor did not pay the tenant anything.

The tenant claims that the realtor arranged to have the rental property sold on November 2, 2017 for $5,500,000.00, on which he earned a commission of $142,000.00. The tenant did not provide any documentary evidence to support these figures.

In an undated letter to the manager of the realtor, the tenant wrote (formatting original):

> **We FULLY cooperated with [the realtor] and at times went the extra mile so he sold the property, but he did not recognize that WITHOUT OUR COOPERAION HE COULD NOT HAVE SOLD THE PROPERTY**.
>
> An average real estate referral fee is around 25%, but we ask him to pay only 10% of this commission, for all the discomfort, inconvenience, disturbance, and harassment that he has caused my family & I, and abuse of our belongings, with total disregard & disrespect for our privacy.

The tenant provided no documentary proof of any agreement between himself and the realtor about the tenant’s compensation. The tenant argued that he should be compensated $7,100.00 (an amount representing 5% of the realtor’s alleged $142,000 commission).

The tenant made a number of other complaints about the conduct of the realtor including:

- Being rude and pushy to the landlord;
- Sitting on the tenant’s furniture without the tenant’s permission; and
- Cutting down the neighbour’s trees.

I will not cover these topics in any more detail, as the tenant has not made any claim for compensation as a result of such conduct and such conduct is not relevant to this application.

The landlord denies that any such agreement exists between the realtor and the tenant. Additionally, the landlord denies that the tenant is entitled to any compensation from the landlord for cooperating in the landlord’s efforts to sell the rental unit. The landlord cites section 29 of the Act, which permits the landlord to have access to the rental unit on 24 hours notice of entry for a reasonable purpose (I note that section 29 does not require the consent of the tenant).

Policy Guideline 7 states that a "reasonable purpose may include […] showing the premises to prospective purchasers".

The landlord argues that if the tenant did not grant access to the rental unit for the purpose of showing it to prospective purchasers, he would have been in violation of the Act, and the landlord would have grounds to bring an application to end the tenancy for cause.

The landlord provided a series of text messages between the realtor and the tenant wherein the realtor seeks the tenant's permission for entry to show the rental unit to a prospective purchaser, and the tenant provides it. The tenant pointed out that these requests were often not 24 hours in advance of the desired showing. However, the tenant did not suggest (and the text messages do not show) that the realtor ever attended the rental unit without his permission or in his absence.

D. Analysis

Authorities

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.
>
> (the "**Four Point Test**")

Rule of Procedure 6.6 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.

So, the tenant must demonstrate that it is more likely than not, that the requirements of the Four Point Test are satisfied for each of the categories of damage he claims.

Witness Statements

As stated above, the witness statements were not referred to at any length by the tenant during the hearings. Upon my review of them, they appear to all have been written by the tenant. They use the same unique form of emphasis, paragraph numbering, and turns of phrase which are found throughout the tenant's written submissions and correspondence. I have little confidence that these statements represent the independent thoughts or observations of the witnesses who signed them. Accordingly, I assign no evidentiary weight to the statements.

Roof

Section 28(b) 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;

Policy Guideline 6 states:

> 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.

Based on my review of the evidence, I find that:

1) the roof replacement took two and a half weeks;

2) during this time the tenant and his family were subjected to loud noise and dust and debris around the exterior of the rental unit; and
3) the replacement of the roof was necessary, as stated in the invoice dated November 16, 2016.

I find that the tenant was unreasonably disturbed by the roof replacement. However, I must balance this disturbance against the landlord's responsibility to keep the roof in good repair. I do not find that, in the circumstances, an award in the amount of a full month's rent is appropriate. During the time of the replacement, the landlord had full use of the interior of the rental unit. Such use represents the substantial value of a rental property.

However, I find that the amount of time taken to replace the roof was sufficiently long (more than double the landlord's original estimate) so as to merit some compensation to the tenant. In the circumstances, I find that the tenant is entitled to a monetary award equal to 10% of one month's rent ($430.00).

Hydro Bill

The tenant has provided no evidence as to the amount of loss he actually suffered by the landlord's contractors taking power from the rental property (for example, a year on year or month on month comparison of Hydro bills). As such, I find that the tenant has failed to satisfy the third point of the Four Point Test.

I decline to award the tenant any compensation for this category of damage.

Condition of Rental Unit at Start of Tenancy

Section 32(1) of the Act states:

> **Landlord and tenant obligations to repair and maintain**
>
> 32(1)A landlord must provide and maintain residential property in a state of decoration and repair that
>
> (a)complies with the health, safety and housing standards required by law, and
>
> (b)having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

I find that the Deficiencies were repaired or otherwise remedied. The landlord's agent did not argue that these repairs were unnecessary or frivolously requested. The

landlord's actions in response to the tenant's complaints demonstrates that the repairs sought were necessary to make the rental unit be in a state of repair to make the rental unit suitable for occupation.

As such, I find that the landlord breached the Act by allowing the Deficiencies to exist. I find that the tenant was deprived the full use of the rental unit by the existence of the Deficiencies.

The tenant must then prove the amount of damage that he has suffered as the result of these deficiencies (step three of the Four Point Test).

I do not find that the landlord's waiving of September's rent in the addendum represents the landlord compensating the tenant for the Deficiencies. The addendum was signed in August 2015, prior to the landlord have any notice of the Deficiencies. As such, I find it unlikely that the such a waiver was related to deficiencies to which the landlord was not yet alerted.

I find that:

1) the electrical issues were resolved within one day of the landlord being altered of them;
2) plumbing and shower leaks were fixed within two days of the landlord being altered of them;
3) the dishwasher was repaired within five days of the landlord being altered to it being non-functional;
4) the vents were cleaned within one week of the landlord being notified of their condition; and
5) the hot water tank was repaired within six days of the landlord being notified of its condition.

I find that given such short timeframes, the tenant did not suffer damages of any consequence, beyond the time he spent arranging for these deficiencies to be fixed and corresponding with the landlord (dealt with below). As such, I decline to award any amount in compensation for these issues.

I do not have sufficient evidence before me to make any determination as to the loss suffered by the tenant in relation to the "miscellaneous" deficiencies. As such, I find that the tenant has failed to discharge his evidentiary burden and decline to order that the landlord pay any amount in connection with them.

I find that the tenant was inconvenienced by not having an operating oven from September 8 to October 1, 2015. I find that this inconvenience would have caused the landlord to be unable to properly prepare meals for his family and would have likely required his family to eat out more often than they usually would. However, I have no evidence of what the increased cost of eating out would be.

I find that the landlord was inconvenienced by the damaged carpet in the solarium, which caused him to be unable to use that room for almost two months. However, I have no evidence as to what percentage of the rental unit's square footage the solarium represented. As such it is difficult to determine how much of the rental unit the tenant was prevented from using as the result of the landlord's breach of the Act.

In such circumstances these, I find that it is appropriate for me to make an award of "nominal damages" as per Policy Guideline 16, which 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.

As such, I find a monetary award equal to 10% of the monthly rent ($430.00) to be appropriate compensation for the deficiencies relating to the oven and the solarium carpet.

Compensation for the Tenant's Time

The tenant seeks $2,000.00 in compensation for the time he spent dealing with the Deficiencies. He provides no calculation as to how he arrived at this figure.

I find that the tenant has satisfied that first two points in the Four Point Test relating to deficiencies at the start of the tenancy. However, the tenant has again failed to provide the information necessary for me to quantify the loss he has suffered.

However, it is the landlord's position that $1,000.00 would be an appropriate amount of compensation for the time the tenant spent deal with the Deficiencies. I accept this submission, and order that the landlord pay the tenant $1,000.00 as compensation for the tenant's time.

Basement Damage

I find that the basement had holes in the drywall as alleged by the tenant, and that these holes were never repaired by the landlord. However, I find that the presence of these holes would not cause a reasonable person to abandon the use of the entire basement. The evidence before me is insufficient to explain why the existence of several exposed pipes in the wall prevented the tenant's nanny from using the downstairs bathroom or the tenant's children from using the entire basement.

The fourth point of the Four Point Test requires the tenant to act reasonably to minimize his damages. I find that the wholesale abandonment of the basement by the tenant's household due to several holes existing in the drywall to be unreasonable. Reasonable courses of action might have been to hire a contractor to repair the damage and then seek compensation from the landlord (as the tenant did at the start of the tenancy), or even to repair the damage himself and recover the cost of materials from the landlord.

The tenant did neither these nor any other form of mitigation.

As such, I find that the tenant failed to minimize his losses. Accordingly, I find that he is not entitled to recover any amount from the landlord. Any damage he suffered could have easily been prevented.

Compensation for Realtor Photos

The tenant seeks compensation in the amount of $7,100.00 on two separate bases. The first being that he had an agreement with the realtor under which the realtor agreed to pay the tenant a portion of his commission on the sale of the house for the tenant's cooperation in the showings.

This is not a claim that I can adjudicate. The Act only permits me to adjudicate disputes between the landlord and the tenant. If such an agreement existed, I find that the realtor was not acting as an agent for the landlord when he entered into the agreement, because, as the landlord argued, the landlord does not need the tenant's consent to show the rental property to prospective buyers, so there is little reason for the landlord to offer any incentive to the tenant for his cooperation.

Therefore, any agreement between the realtor and the tenant falls outside the scope of this Act, and a claim to enforce that agreement must be brought in another forum. As such, I find that the tenant is not entitled to any compensation in connection to any agreement between him and the realtor.

The second basis on which the tenant also seeks $7,100.00 is that the realtor took photos of the tenant's furniture without the tenant's consent and used those photos in advertising the rental unit for sale.

I do have jurisdiction to adjudicate on this issue, as I find that, in this case, the realtor was acting as an agent of the landlord in marketing the property.

As with the other matters dealt with in this decision, the tenant must satisfy all four points of the Four Point Test. During the hearing, the tenant did not articulate how exactly the landlord failed to comply with the Act, regulation or tenancy agreement by taking photos of his furniture. While it is possible that such an action may constitute a violation of some other piece of legislation or principal of common law, the tenant did not refer me to any such authority.

As such, I find the tenant has failed to satisfy the first point of the Four Point Test.

In the event that I am incorrect, I find that the tenant has failed to provide any basis whatsoever for the amount of damage he suffered. The amount of $7,100.00 seems to be based on a percentage calculation of the realtor's commission on the sale of the rental property. It does not seem to be based on any tangible loss suffered by the tenant.

As such, I find that the tenant has failed to satisfy the requirement of the Four Point Test, and that he is not entitled to any compensation in connection to the landlord's relator taking photos of his furniture.

Filing Fees and Disbursements

As the landlord has been largely successful in this application, I decline to order that he reimburse the tenant his filing fee or mailing disbursement.

In summary, I order that the landlord pay the tenant $1,860.00, as follows:

Loss of Quiet Enjoyment during time roof was replaced	$430.00
Compensation for loss of use of solarium and oven	$430.00
Compensation for landlord's time	$1,000.00
Total	**$1,860.00**

Conclusion

In accordance with section 67 of the Act, I order that the landlord pay the tenant $1,860.00.

This order may be filed and enforced in the Provincial Court of British Columbia.

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: September 13, 2019

Residential Tenancy Branch