Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, FFT

Introduction

This teleconference hearing was scheduled in response to an application by the Tenants under the *Residential Tenancy Act* (the "*Act*") for monetary compensation, and for the recovery of the filing fee paid for the Application for Dispute Resolution.

The hearing was initially scheduled for August 30, 2019 and was adjourned to reconvene on December 10, 2019 due to service issues. This decision should be read in conjunction with the interim decision dated August 30, 2019.

The Tenants were present for both hearing dates, as was the Landlord, a family member of the Landlord and legal counsel (the "Landlord"). Legal counsel presented testimony and evidence on behalf of the Landlord.

At the reconvened hearing on December 10, 2019 legal counsel confirmed receipt of the Tenant's second evidence package. The remainder of the evidence and documents were confirmed as served during the first hearing.

At the hearing on December 10, 2019, the Tenants had some questions about the Landlord's evidence which was clarified by legal counsel for the Landlord and were not of issue. No further issues regarding service were brought up during the hearing.

The parties were affirmed to be truthful in their testimony and were provided with the opportunity to present evidence, make submissions and question the other party. Neither party called any witnesses.

Issues to be Decided

Are the Tenants entitled to monetary compensation?

Should the Tenants be awarded the recovery of the filing fee paid for the Application for Dispute Resolution?

Background and Evidence

While I have considered the relevant documentary evidence and testimony of both parties, not all details of the submissions are reproduced here.

The parties were in agreement as to the details of the tenancy. The tenancy began in September 2015 and the Tenants moved out on September 5, 2018. Rent in the amount of $1,400.00 was due on the first day of each month. The Tenants paid a security deposit at the start of the tenancy which was returned when the tenancy ended. The Landlord submitted a copy of a cheque in the amount of $700.00 showing the return of the security deposit.

The Tenants submitted a copy of the tenancy agreement into evidence. Although the agreement notes that it is an addendum, in their written submissions the Tenants state that this is the full tenancy agreement. The tenancy agreement does not confirm the tenancy start date, rent amount, or security deposit amount paid.

The Tenants are seeking compensation in the amount of $1,473.47. This includes a claim in the amount of $711.31 for the cost of hotels and mileage when construction was occurring at the rental unit and they were unable to reside in the unit.

The Tenants provided testimony that the Landlord's home, of which the rental unit was on the lower level, was on a tilt and required a leveling project to fix. The Tenants stated that on April 23, 2018 they were advised of the leveling work and notified that the rental unit may not be available for 2 weeks during the construction, although no specific dates were given. The Tenants submitted that they did not receive a timeline of the project until after the construction had started.

The Tenants further testified that although there were no clear answers from the Landlord regarding the work, they met with the contractor and Landlord on May 2, 2018 and were told that they could remain in the rental unit during the work, as long as they were able to have furniture moved out of the way and be away from the rental unit during the day.

The Tenants referenced a letter to the Landlord on May 13, 2018 which was included in their evidence. In the letter, the Tenants outline their understanding of the work from the meeting with the contractor on May 2, 2018. The Tenants also accept the Landlord's suggestion to work from the Landlord's garage, as well as to use the garage as storage. In the letter the Tenants further note that if they do not have a suitable place to work, internet and use of a bathroom during the time when the work is being conducted in the rental unit, they would need to stay at a hotel. The Tenants ask for a reduction in rent on a pro-rated basis for the time that they would not have full use of the rental unit.

The Tenants submitted into evidence an email from a family member of the Landlord on May 29, 2018 in which the Tenants are advised that the inside work for the home will begin in approximately two weeks after obtaining the required permit.

The Tenants testified that on June 6, 2018 they were told that they would not be able to stay at the rental unit for a period of a few days. As such, they stated that they nearby accommodations until June 8, 2018 when they were advised that they would need to be away from the rental unit for a longer time than expected.

As such, the Tenants stated that they found accommodation in which they could stay longer if needed, but also that would provide cooking facilities and work space to meet the requirements of their work. Although the cabin they found was over the border, the Tenants stated that it was $75.00 per night and able to meet their needs for space and private work areas. They submitted that they stayed in this cabin on June 9, 10 and June 11, 2018 at which time they were allowed to access the rental unit again.

The Tenants stated that they submitted the receipts to the Landlord in an email, of which they provided a copy into evidence. In the email dated July 1, 2018 the Tenants requested the total of $710.51 and provided the receipts and mileage calculations.

The Tenants stated that due to the nature of their work, they required private space to complete their work (which was usually done at the rental unit), as well as access to the internet and enough space to spread out beyond a regular hotel room. The Tenants also stated that they due to the short notice to be out of the rental unit they were unable to find cheaper or longer-term accommodation and instead, booked what they could find for a reasonable rate. The Tenants also noted that they are not expecting to be reimbursed for meals and gas, but instead for the actual cost of the hotels and for some mileage costs.

The Tenants submitted a receipt for 2 nights in a hotel in the amount of $281.54, another receipt for one night in a hotel in the amount of $96.01 and information regarding a stay in a cabin for 3 nights in the amount of $225.00.

The Tenants also submitted a gas receipt along with map information for mileage cost calculations in the amount of $108.76. The Tenants testified that they did not drive into their home city every day and instead tried to work longer hours/work at the cabin to reduce the mileage costs during the time they were unable to stay at the rental unit.

The Landlord was in agreement that the Tenants were displaced from the rental unit from June 6 to June 11, 2018. However, they stated that the Landlord had proposed providing the Tenants with a rent return on a pro-rated amount and that the Tenants confirmed and accepted an amount of $280.02. The Landlord submitted a copy of the cheque showing payment to the Tenants in this amount and stated that the Tenants are now going against their agreement for reimbursement.

The Landlord also submitted a copy of an email dated May 30, 2018 in which they notify the Tenants that they may store their belongings in the garage during construction and may work in the garage although need to be aware of construction noise. They also noted that there are no bathroom or kitchen facilities in the garage. In the email the Landlord further recommends that the Tenant find a hotel or other place to stay for the few days that work will be taking place in their rental unit. They offer to return the Tenants' rent at a daily amount of $46.67 ($1,400.00 divided by 30 days) for each day that the Tenants sleep elsewhere.

In an email dated June 23, 2018 the Landlord asks the Tenants to inform them how many nights they spent away from the rental unit and to provide receipts as evidence of having slept elsewhere. In another email submitted in the Landlord's evidence dated June 24, 2018 the Tenants request compensation for amounts shown on the receipts for hotel costs following the Landlord's offer for reimbursement.

The Landlord also submitted an email dated June 24, 2018 in which they send the Tenants a Two Month Notice to End Tenancy for Landlord's Use of Property (the "Two Month Notice") to vacate the rental unit by October 31, 2018.

The Tenants confirmed receipt of an amount of $280.02 but testified that this amount was provided for the time that they did not have normal use of the rental unit and does not waive their right to claim for hotel and mileage costs. They denied having agreed

that the amount of $280.02 was sufficient reimbursement for the 6 days they spent away from the rental unit.

The Landlord further testified that the Tenants could have selected cheaper hotels or discussed their difficulty in finding accommodation with the Landlord who would have then helped the Tenants to find reasonably priced hotels. The Landlord also noted that the Tenants rescinded on the agreement regarding pro-rated rent reduction and also chose a cabin over the border, thus driving the distance into town was their own choice. The Landlord stated that there was no agreement reached with the Tenants regarding reimbursement for hotel or mileage costs.

The Landlord referenced a letter submitted in the Tenants evidence dated July 15, 2018. The letter was from the Landlord to the Tenants. In the letter the Landlord notes that it was the Tenants who asked for a pro-rated rent amount which was confirmed by Landlord on June 1, 2019. In the letter the Landlord also writes that the Tenants were provided with estimated dates of work on June 1, 2018 and could have begun looking for affordable accommodations at that time and questioned whether booking a hotel in the US was a personal trip and thus not related to displacement from the rental unit.

The Landlord further noted in the letter that the garage space was provided to be helpful for the Tenants and that she did not charge rent of $30.00 per day for use of the garage as she could have done. The letter indicated that the cheque for $280.02 was included.

The Landlord also questioned why the Tenants could not use the business centre in the hotels they initially booked to which the Tenants responded regarding needing privacy and space, as well as an area to meet with clients. The Landlord also questioned why the Tenants had to stay in such fancy hotels.

The Tenants have also claimed $368.22 for loss of use and enjoyment of the rental unit for a period of 12 days, calculated at a daily rent amount for 2/3rds of the day. They testified that this was the period when workers were coming and going from the rental unit and thus interrupted their daily enjoyment of the unit. The Tenants stated that this was for the period of May 31, 2018 to June 11, 2018.

The Tenants referenced emails submitted in their evidence that demonstrate that the contractor and workers required last minute access during this period of time and photos they submitted showing the garage areas where the Tenants attempted to work. In their written submissions, the Tenants also referenced construction noise as well as disruption from dust and equipment in the rental unit and their personal belongings

which were stacked in the rental unit, covered with a tarp, or stored in the garage. The Tenants also submitted that the construction work interrupted their work space at the rental unit as they were unable to work in the unit and the garage was not a fully suitable replacement.

The Tenants have also claimed an amount of $92.05 for loss of use/enjoyment of the rental unit for the period from June 6 to June 11, 2018 during the time they were sleeping which was calculated at a pro-rated amount for 1/3rd of the day.

The Tenants also claimed $25.00 for one unauthorized entry by the Landlord who attended their home with the contractor on June 13, 2018. The Tenants submitted video evidence from security cameras as well as screenshots from the videos.

As well, the Tenants have claimed $175.00 for 7 unauthorized entries to their rental unit including on weekends and with other people, without notice to the Tenants. The Tenants referenced video surveillance clips submitted in their evidence which show the Landlord accessing the rental unit. The Tenants stated that they had not been provided notice that the Landlord would be entering and also noted that there were no emergency access requirements provided by the Landlord, despite their request to the Landlord to provide this information.

The Tenants have also claimed $197.80 for loss of value of their rental unit due to unfinished work for the period of June 12 until September 5, 2018 when the Tenants moved out. They calculated this at 5% of the daily pro-rated rent amount. They testified that some of the floorboards had been removed and not replaced and that there was a pile of laminate flooring piled in their rental unit. The Tenants also noted that there was a hole in the bathroom flooring that had not been filled and submitted photos to support their testimony.

The Landlord submitted that the Tenants had agreed on the pro-rated amount of $280.02 that was returned and that the Landlord had provided options such as ending the tenancy during the construction which the Tenants had declined. The Landlord further stated that she was doing what was necessary to keep the Tenants safe and that the Tenants were aware that the rental unit was an active construction zone during the period in question. The Landlord stated that the Landlord had to comply with what was requested of her from the contractor such as entering the rental unit when needed. The Landlord referenced times when she had to go in for safety or as required, such as when the contractor asked to go in or when she entered the rental unit with some other people to clean as requested by the contractor.

Lastly, the Tenants are seeking $184.11 as compensation for loss of use of a storage area on the residential property. The Tenants stated that they required secure bike storage and had discussed this with the Landlord at the start of the tenancy. They stated that prior to the start of the tenancy they reached a verbal agreement to use the garage. However, they noted that on the day they moved in the Landlord had changed her mind and provided them with a storage locker under the stairs. They stated that the space was perfect for their bikes and other storage and noted that the Landlord had never asked them to share the space with her, so they had their own lock on the storage area.

The Tenants testified that on May 31, 2018 they were asked to remove their bikes and items from the storage area to accommodate site evaluations for the work on the home. They stated that they complied and put their bikes in the garage before they were advised that they could move them back into storage. The Tenants stated that they received a letter dated July 3, 2018 which notified the Tenants to unlock their doors for an inspection, and again to provide access to the bike storage area. The Tenants submitted a copy of this letter into evidence.

The Tenants stated that following this, on July 10, 2018 they were notified to clear the storage area by July 12, 2018. The Tenants stated that after emptying the storage locker, the hinges were removed, and they were not provided access again during the remainder of their tenancy. They contacted the Landlord in early August requesting a rent reduction of $100.00 per month from July 12, 2018 which was denied by the Landlord through an email which notes that the Tenants were provided with an alternative option for bike storage. The Tenants stated that the option provided was neither safe/secure nor weatherproof as it was outdoors.

The Tenants stated that the bike storage was provided to them as part of the tenancy and was therefore an essential service or facility that was later revoked and for which they should be compensated. They referenced an email from the Landlord dated July 15, 2018 which was included in evidence. In the email, a family member of the Landlord’s writes to the Tenants advising that the storage area is not part of the tenancy agreement but was a “courtesy” provided to the Tenants.

The Landlord submitted that they never provided verbal permission for the Tenants to have exclusive use of the storage area. They also questioned the importance of the storage for the Tenants if it was not written in the tenancy agreement. The Landlord denied that the Tenants ever had exclusive use of the bike storage area.

In their written submissions, the Tenants note that the amount they are seeking is due to the cost of a comparable storage locker at an amount of $100.00 per month. Therefore, they calculated this monthly amount for a period of 56 days (until the end of the tenancy) for a total of $184.11.

Analysis

Upon consideration of the relevant testimony and evidence of both parties, I find as follows regarding each of the monetary claims of the Tenants:

Accommodation and mileage: The Tenants have claimed $602.55 for reimbursement for the cost of hotels and $108.76 for reimbursement for mileage. I accept the significant amount of evidence before me that establishes that the Tenants were provided with short notice that they would not be able to stay at the rental unit, despite previously being told that they would likely be able to live through the renovations.

Although the Landlord stated that the Tenants should have communicated with them for their help with finding cheaper accommodations or started looking earlier, I find that the Tenants acted reasonably on short notice to find suitable accommodations. I also find that they moved to less expensive options as they came to realize the amount of time they would be displaced from the rental unit.

The Landlord also stated that they reached an agreement with the Tenants to pay for the pro-rated rent amount during the time that the Tenants stayed outside of the rental unit. However, I find that the evidence before me suggests that while this was discussed, the Tenants did not agree that the pro-rated rent amount was a replacement for reimbursement for hotel costs.

I find it to be unreasonable that the Tenants would be expected to pay for their own hotel costs when they were displaced due to no fault of their own and instead due to a landlord’s responsibility to conduct maintenance and repairs within the rental unit. I also find that the amount of $280.02 given to the Tenants for the 6 nights they were unable to stay at the rental unit to be separate from reimbursement for hotels. I agree that the Tenants should not have paid rent for the 6 nights they were away from the rental unit and find that this was reimbursed through the $280.02 provided. However, I also find that they should not be responsible for hotel costs as well.

The Landlord also argued that the Tenants should have found cheaper accommodation; however, I find that the Tenants found reasonably priced accommodation given the short notice to do so. I also find that just over $600.00 for 6 nights in hotels is not an excessive amount. While the Landlord questioned the Tenants staying in a cabin across the border, I do not find evidence that the Tenants were using this as a vacation and instead accept the evidence submitted that establishes that the Tenants were trying to balance the need to be out of the rental unit, while also trying to balance the needs of their work and not spend too much money. Therefore, I do not find that staying outside of the country was excessive and instead find that the amount of $225.00 for 3 nights in the cabin was a reasonable cost that the Tenants may not have been able to find closer to their home city.

I accept the evidence that shows that the Landlord provided the Tenants with the option of working in her garage during this period. However, I also accept that a garage space may not have been a suitable replacement for certain kinds of work and I also do not find it reasonable that the Landlord would claim that the garage could have been rented for $30.00 per day. While it was helpful for the Landlord to provide this space, I do not find that this compensates for the Tenants being displaced from the rental unit and the conveniences within the rental unit. Instead, I find that the Tenants should still be reimbursed for hotel and other costs associated with not being able to stay at the rental unit due to the construction work taking place.

Therefore, I find that the Tenants were displaced due to the Landlord's responsibility under the *Act* to repair and maintain the rental unit and I find that the Tenants acted reasonably to mitigate the potential losses to themselves and the Landlord during this period of time. As such, I award the Tenants $602.55 for hotel costs as claimed and as established through the submission of the receipts for the hotels.

Regarding the mileage costs, the Tenants have claimed $108.76 for mileage and stated that they did not claim for their total mileage or gas costs during this period, instead claiming an estimated amount for two rounds trips from the cabin to the garage at the rental unit to complete some work. I accept that the Tenants have not claimed for their total mileage or gas costs incurred during the 6 days of displacement and accept that they would have incurred some mileage costs during this time. I find that it would likely have been difficult to find inexpensive housing near the rental unit to avoid mileage costs entirely and therefore find that the amount claimed is reasonable given the amount the Tenants were able to save on accommodations by staying outside of town. I am satisfied as to the amount claimed and therefore award the Tenants the amount of $108.76 for mileage.

Loss of use and enjoyment: The Tenants are seeking $460.27 for loss of use and enjoyment of the rental unit which includes a claim for 2/3rds of rent for the period of May 31, 2018 to June 11, 2018 due to the ongoing construction work for a total of $368.22. This also includes $92.05 for reimbursement of 1/3rd of the rent during the period of June 6, 2018 to June 11, 2018 when the Tenants were unable to sleep at the rental unit.

Regarding the period of June 6 to June 11, 2018, I decline to award any compensation. Instead, I find that compensation was already provided for this period in which the Landlord fully reimbursed the Tenants for 6 days of rent when they were unable to stay at the rental unit and stayed at hotels. Both parties agreed that $280.02 had been provided to the Tenants as a pro-rated rent amount.

Although the Tenants subtracted the amount of $280.02 from their claim for hotel costs, upon review of the emails between the parties, I find that the $280.02 was paid to the Tenants to compensate them for not being able to stay in the rental unit. Therefore, I find that they have already been compensated for this 6-day period such that they received the pro-rated rent amount and have now also been awarded 6 nights of hotel accommodation. I decline to award further compensation for the 6-day period of June 6 to June 11, 2018.

Regarding the claim for loss of use and enjoyment of the rental unit for the period of May 31, 2018 to June 11, 2018, as stated, I find that the Tenants have been fully compensated for the period of June 6 to June 11, 2018. However, upon consideration regarding the loss of use and enjoyment for the period of May 31 to June 5, 2018, I accept the evidence before me that shows that the work on the residential property began around May 31, 2018 and was still occurring on June 5, 2018. Therefore, as 6 days has already been compensated, I will consider half of the amount claimed by the Tenants (6 days instead of 12 for an amount of $184.11).

Although the Tenants were able to reside in the rental unit during the construction, with the exception of the 6 days noted above, I do find that the Tenants were likely to have experienced disruption to their day to day activities and general enjoyment of the rental unit including but not limited to; noise and disruption, coming and going of workers, dust and other debris, and having to cover furniture/store items outside of the rental unit.

The Tenants have claimed compensation for 2/3 of their day; the time during the day when they were not sleeping, which would be full reimbursement of the rent during

awake hours. I am not satisfied that the Tenants lost full use of the rental unit during awake hours and therefore am not satisfied as to the value of their loss as claimed.

However, as stated in Section 28, a tenant is entitled to quiet enjoyment as follows:

> 28 A tenant is entitled to quiet enjoyment including, but not limited to, rights to the following:
>
> (a) reasonable privacy;
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> (b) freedom from unreasonable disturbance;
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> (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.

Based on the testimony and evidence before me, I am satisfied that the Tenants' right to quiet enjoyment as stated above was impacted and therefore find that the Tenants should be compensated as a result. Although I am not satisfied as to the amount claimed, I award the Tenants half of the amount claimed which is equivalent to a portion of their day in which their quiet enjoyment was disrupted for the period of May 31 to June 5, 2018. The Tenants are therefore awarded $92.06; half of the amount claimed for a period of 6 days.

Illegal entry: The Tenants have claimed $200.00 for nominal damages for the Landlord entering the rental unit without providing sufficient notice as per the requirements of the *Act.* The Tenants submitted evidence including photos and video clips from security cameras which they stated show the Landlord entering the rental unit. The Landlord did not dispute that it was her in the video clips/photos and instead provided testimony that she had cause to enter due to requests from the construction company.

As stated in Section 29 of the *Act,* a landlord must not enter a rental unit except for in certain situations, such as if the landlord has permission from the tenant, the landlord has provided at least 24 hours notice, or if an emergency exists. I do not find sufficient evidence from either party to establish that any of these circumstances applied.

Therefore, in the absence of evidence that would establish that 24 hour written notice was provided, that the Tenants had provided permission for entry or that there was an emergency and entry was needed to protect life or property, I find that the Landlord

entered the rental unit on multiple occasions without permission to do so. As such, I find that the Landlord was in breach of Section 29 of the *Act.*

Regardless of construction occurring at the rental unit, a tenant is still entitled to their privacy and quiet enjoyment of the unit and must be provided proper notice to enter the rental unit. The Tenants' evidence references 8 unauthorized entry into the rental unit which they supported through the submission of video footage and photos. According to the Tenants' submissions, the unauthorized entries they are claiming for occurred over the period of four days: June 9, 10, 11, and 13, 2018.

I do find that it is difficult to put a value on the loss that occurred due to the unauthorized entry by the Landlord and find it reasonable that the Tenants are seeking nominal damages due to the Landlord's breach of the *Act.* As stated, I find that the Landlord breached the *Act.* Accordingly, I find it reasonable to award the Tenants $25.00 for each day that the rental unit was accessed without authorization to do so. Although the Tenants have claimed for 7 separate entries, as some occurred on the same day I find that some of the entries during the same day could be considered one unauthorized entry. Had the Landlord provided proper notice to enter, the notice may have been for a period of a few hours within the same day. Therefore, I award the Tenants $100.00, half of the amount claimed as I am satisfied as to unauthorized entry by the Landlord on four separate days.

Loss of value of rental unit: The Tenants are seeking compensation in the amount of $197.80 which is 5% of the daily rent amount for a period of 86 days. The Tenants cited unfinished work in the rental unit during the period of June 12 to September 5, 2018 including removed floorboards and construction material piled in the rental unit.

I accept the photos submitted in the Tenants' evidence which show the floorboards, missing pieces from the floor, a hole in the bathroom, as well as furniture and other items stored and piled in the garage. Accordingly, I do find that the rental unit was not in the same condition as the Tenants had previously rented it and find that the Tenants experience a loss as a result due to the construction work. I also accept the testimony and evidence before me that establishes that work in the rental unit continued up until the point when the tenancy ended on September 5, 2018. I accept the calculations provided by the Tenants and find 5% to be a reasonable amount claimed. Therefore, I award the amount of $197.80 for a period of 86 days as claimed.

Termination of service or facility: The Tenants have claimed $184.11 for the loss of use of the bike storage area of the rental unit for a period of 56 days. While the Landlord

denied that the storage area was provided in the tenancy agreement, the Tenants argued that despite it not being written in the tenancy agreement it was provided for their exclusive use and was essential for them in the tenancy given their need for secure bike storage.

Regarding the termination of a facility, I refer to *Residential Tenancy Policy Guideline 22,* which provides clarification on essential services or facilities as well as material terms. I accept the evidence before me that establishes that the use of the bike storage was not written into the tenancy agreement. While a service/facility may still be found to be essential, regardless of it being included on the written tenancy agreement, in this matter, I do not find that the bike storage was either an essential facility or a material term of the tenancy.

I understand that the bike storage was important to the Tenants, however, based on their own testimony they entered into the tenancy agreement with the understanding that their bikes could be stored in the garage. It was only upon moving in that they were provided the separate bike storage area, and therefore I find that they were satisfied with alternative means of storing their bikes and did not require use of the bike storage area.

I also find that the Tenants were again provided alternative means of storing their bikes such as on May 31, 2018 when the Tenants acknowledged that they stored their bikes in the garage upon request by the Landlord due to site evaluations regarding the construction work. Therefore, while the parties seemingly had an arrangement for the Tenants to use the bike storage area during the tenancy, I do not find that this storage was an essential service or facility nor do I find that it was a material term of the tenancy such that the Tenants should have been provided proper notification to remove the service or such that they are entitled to compensation when they were no longer able to use the storage. I decline to award any compensation for the loss of the bike storage. This claim is dismissed, without leave to reapply.

Pursuant to Section 72 of the *Act,* I find that the Tenants are entitled to the recovery of the filing fee paid for the Application for Dispute Resolution in the amount of $100.00. The Tenants are awarded a Monetary Order in the amount outlined below:

Hotel costs	$602.55
Mileage	$108.76
Loss of use/quiet enjoyment	$92.06
Unauthorized entries	$100.00

Loss of value of rental unit	$197.80
Recovery of filing fee	$100.00
Total owing to Tenants	**$1,201.17**

Conclusion

Pursuant to Sections 67 and 72 of the *Act*, I grant the Tenants a **Monetary Order** in the amount of **$1,201.17** as outlined above. 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: December 19, 2019

Residential Tenancy Branch