



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

**Dispute Codes**      RR, MNDCT, FFL

### **Introduction**

This hearing originally convened on January 22, 2021 and was adjourned to April 23, 2021 due to time constraints. The January 22, 2021 hearing resulted in an Interim Decision that should be read in conjunction with this decision. This hearing dealt with two tenant applications pursuant to the *Residential Tenancy Act* (the *Act*). The first application is for:

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

The second application is for:

- 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 agree that the landlord was served with both of the tenant's applications for dispute resolution via registered mail. I find that the landlord was served in accordance with section 89 of the *Act*.

Both parties agree that they were each served with the other's evidence. I find that the evidence was sufficiently served, for the purposes of this *Act*, pursuant to section 71 of the *Act*.

Both parties were advised that Rule 6.11 of the Residential Tenancy Branch Rules of Procedure prohibits the recording of dispute resolution hearings. Both parties testified that they are not recording this dispute resolution hearing.

Both parties confirmed their email addresses for service of this decision/order.

Preliminary Issue- Tenant's evidence for file 910022093

Rule 7.4 of the Residential Tenancy Branch Rules of Procedure states:

Evidence must be presented by the party who submitted it, or by the party's agent. If a party or their agent does not attend the hearing to present evidence, any written submissions supplied may or may not be considered.

Rule 3.7 of the Residential Tenancy Branch Rules of Procedure states:

All documents to be relied on as evidence must be clear and legible.... For example, photographs must be described in the same way, in the same order, such as: "Living room photo 1 and Living room photo 2". To ensure fairness and efficiency, the arbitrator has the discretion to not consider evidence if the arbitrator determines it is not readily identifiable, organized, clear and legible.

Of the 318 files uploaded to the Residential Tenancy Branch by the tenant for the above file, only five had a descriptive file name. The remaining 313 files were not descriptively named and were mostly numerical. In the hearing I informed the tenant that I would only review the evidence presented by the tenant in the hearing and that the tenant would need to provide me with the file name for the files that were relevant to support this claim. The tenant presented the evidence contained in approximately 57 numerical file numbers. In this decision I only consider the evidence presented by the tenant in the hearing, in accordance with Rules 3.7 and 7.4 of the Residential Tenancy Branch Rules of Procedure.

**Issues**

1. Is the tenant entitled to an Order to reduce rent for repairs, services or facilities agreed upon but not provided, pursuant to section 65 of the *Act*?
2. Is the tenant entitled to a Monetary Order for damage or compensation under the *Act*, pursuant to section 67 of the *Act*?
3. Is the tenant entitled to recover the filing fees for these applications from the landlord, pursuant to section 72 of the *Act*?

**Background/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 tenant's and landlord's claims and my findings are set out below.

Both parties agreed to the following facts. This tenancy began on December 1, 2016 and ended on February 3, 2021. Monthly rent in the amount of \$1,250.00 was payable on the first day of each month. A security deposit of \$875.00 was paid by the tenant to the landlord. A written tenancy agreement was signed by both parties and a copy was submitted for this application.

The parties agree that they had a previous Residential Tenancy Branch hearing in which the landlord was ordered to make a number of repairs (the "November 10, 2020 decision"). The file number for the previous decision is located on the cover page of this decision.

The tenant testified that he is seeking to reduce rent for repairs and services and facilities agreed upon but not provided. The tenant testified that the value of the tenancy was reduced because the following items were not repaired in a timely manner:

- furnace and furnace exhaust;
- toilet;
- roof/gutters;
- washing machine;
- dishwasher;
- deck;
- landscaping;
- fireplace;
- drywall; and
- electrical.

#### Furnace and furnace exhaust

The tenant testified that in early February 2017 the furnace at the subject rental property stopped working. The tenant testified that he verbally informed the landlord of same on February 3, 2017 and emailed the landlord about it on February 5, 2017. This was not disputed by the landlord. The tenant testified that the furnace was not repaired until February 27, 2017. The tenant testified that it was so cold in the subject rental property he was not able to live in the subject rental property while the furnace was not working and stayed with a family member.

The landlord testified that the heat was still working during this time which is proved by the fact that the pipes did not freeze. The landlord testified that the tenant never notified her that he was not able to stay at the subject rental property. The landlord testified that the furnace was repaired on February 24, 2017 which is evidenced by the invoice for the repair entered into evidence.

The tenant testified that he and the tenant who lived in the rental property below him texted back and forth in February about the lack of heat. The tenant entered into evidence a text message between himself and the lower tenant in which the tenants state that the lack of heat was a continued problem and that they could not get the temperature past 15 degrees Celsius. A text message dated February 12, 2017 to the landlord about the lack of heat was also entered into evidence.

The tenant testified that when the furnace was repaired, the placement of the furnace exhaust was changed and placed close to his door resulting in furnace exhaust entering the subject rental property. The tenant testified that he first notified the landlord of the above issue on July 18, 2017 and it was not fixed until December 20, 2018.

The landlord testified that professionals installed the furnace exhaust. The landlord testified that the exhaust was moved on December 20, 2018.

#### Toilet

The tenant testified that the subject rental property has one toilet. The tenant testified that the toilet started leaking and he advised the landlord of same on June 28, 2018 and the landlord did not fix it until September 12, 2018. The landlord did not dispute this timeline. The landlord entered into evidence an invoice for the toilet repair which states that the work was completed on September 12, 2018. The tenant testified that the landlord told him via text that he should not use the toilet because it could cause damage to the subject rental property. The tenant was not able to locate the aforementioned text message in his evidence. The tenant testified that he did not use the toilet between June 28, 2018 and September 12, 2018.

The landlord testified that she never instructed the tenant not to use the toilet. The landlord testified that she had a problem getting a repair person in. The landlord testified that the leak was small and the toilet was still fully functional. The landlord testified that the tenant never told her that the toilet was not working, just that it had a minor leak.

No text messages or emails about the toilet leak were identified in evidence by either party.

#### Roof/gutters

The tenant testified that he first notified the landlord about the roof leaking in late September 2018 and the roof was not fixed until December 2018. The landlord did not dispute this timeline. The landlord entered into evidence an invoice from a roofer stating

that final payment was made on December 20, 2018. The tenant testified that his original complaint in late September 2018 was about clogged gutters, which is what he thought was causing the water ingress issues but it was later determined that the roof was also failing.

The tenant testified that the landlord was resistant to repairing it and just wanted to tarp the roof. The tenant testified that his furniture and the light fixture in the kitchen suffered water damage from the leaking roof.

The tenant entered into evidence:

- A text message from the tenant to the landlord dated September 16, 2018 informing the landlord that there is a leak in the roof/ceiling and sending pictures of same;
- Text messages between the tenant and the landlord between October and December 2018 in which the tenant confirms that the roof is still leaking; and
- Photographs and videos evidencing leaks in a bedroom, living room and a large leak in the kitchen.

The tenant testified that the kitchen leak flows directly through a light fixture and into his sink, floor and counter. The tenant testified that he cannot clean his dishes in the sink due to the leak.

The landlord testified that it took a while to get fixed as the roofer had to wait for good weather which was difficult in the winter.

#### Washing machine

The tenant testified that he notified the landlord that the washing machine stopped working in June of 2020 and that it was replaced in July of 2020. The landlord did not dispute this timeline. The tenant testified that he was without a washing machine for 1 to 1.5 months.

The landlord testified that laundry is not included in rent. The tenancy agreement confirms the above testimony. The tenant testified that laundry has been included in his tenancy from the start. The landlord testified that the tenant has been allowed to use the laundry since the beginning of the tenancy agreement.

Both parties agree that the landlord allowed the tenant to deduct \$100.00 from rent for the loss of laundry for the above period of time.

### Dishwasher

The tenant testified that he first notified the landlord about the dishwasher not working on June 22, 2020 and that it was not replaced with a working dishwasher until November 10, 2020. The landlord did not dispute the above timeline. The tenancy agreement states that a dishwasher is included in the rent.

The landlord testified that it took so long to repair because the tenant made scheduling difficult. The tenant testified that he was not difficult but did request 24 hours' notice. The landlord disputed the above testimony. The landlord was not able to point to any specific instances in which a 24-hour notice of entry was provided by the landlord and in which the tenant refused access.

### Deck

The November 10, 2020 decision states in part:

The tenant has exclusive use of a deck at the front of the home containing the rental unit. His photos and a video adduced by him show the decking to be failing in various areas, with significant holes through the vinyl covering and through the plywood below. The likely cause is wood rot. The metal railing running along the front of the deck appears to be in reasonable condition, however its attachment to the deck has deteriorated to such an extent that the railing can be whipped like a rope. Again, it would appear the likely cause is wood rot at the railing's attachment points. The railing is clearly unsafe as it is and likely the deck as well.

I ORDER AND DIRECT that the landlord retain the services of a qualified tradesman to attend to the repair or replacement of the deck and the securing of the railing in a safe manner within EIGHT WEEKS after being served with a copy of this decision.

The tenant testified that the deck was in disrepair and unsafe to use. The tenant testified that he first notified the landlord about the deck/railing requiring repair in December of 2018. The tenant testified that the deck/railing was not fixed by the end of this tenancy. The landlord did not dispute this timeline.

The landlord testified that the body of the deck was repaired during the tenancy but the vinyl deck covering required sustained dry warm weather to be installed which environmental conditions did not occur until after the tenancy ended.

### Landscaping

The November 10, 2020 decision states in part:

The tenant testifies that the landlord removed trees from the front yard but failed to pick up the detritus of branches and leaves. IJ agrees this should be done.

I ORDER AND DIRECT that the landlord attend to the collection and disposal of all leaves and twigs on the front yard parking area and gravel within SIX WEEKS after being served with a copy of this decision.

The tenant testified that he first notified the landlord about the detritus, branches and leaves on June 20, 2020 and they were not removed until December 20, 2020. The tenant testified that the branches were originally left in the driveway, blocking his way, but he moved them to the side so he could continue to use the driveway.

The landlord testified that the branches were not all cleaned up within the required timeline because the tenant's car was in the way. This was disputed by the tenant. The landlord did not enter into evidence any documentation into evidence to show that the tenant was ever asked to move his car to aid in the cleanup or that the tenant refused to do so.

### Fireplace

The November 10, 2020 decision states in part:

The rental unit included a gas fireplace in the living room. The tenant testifies that it has not worked since move in. Though he turned it on once and heard hissing, there was no flame.

IJ for the landlord claims the tenant was told at the start of the tenancy that it would not work. It does not appear the tenant requested its repair or referred to it more than a couple of times during the almost four years of tenancy, although not all of the correspondence between the parties was referred to during this hearing.

The tenancy agreement is silent about the fireplace. I find that it was an accessory or fixture in the nature of a facility in the rental unit. Its existence in the rental unit at the time of move-in was a tacit warranty that it was included in the tenancy and was in working order. Had the landlord intended that it should have

been excluded from the services and facilities included in the tenancy it was her responsibility to indicate it in the tenancy agreement.

I find the tenant is entitled to a working fireplace.

I ORDER AND DIRECT that the landlord attend to the servicing and repair of the gas fireplace by a qualified technician within SIX WEEKS after being served with a copy of this decision.

The tenant testified that the landlord did not fix the fireplace.

The landlord testified that the fireplace was fixed by an electrician, no dates were provided. The tenant did not testify as to when the tenant first requested the landlord to repair the fireplace. No proof of the fireplace repair was entered into evidence.

### Drywall

The November 10, 2020 decision states in part:

#### Water Damage in Kitchen and Bathroom

The tenant testifies that as a result of a leaking roof, now repaired, a portion of the kitchen ceiling and bathroom ceiling were damaged. Photos filed by the tenant confirm that the paint has peeled away at the two sizeable areas of the ceiling in each room. IJ for the landlord agrees to have the damage repaired. I ORDER AND DIRECT that the landlord attend to the repair and painting of the water damage areas of ceiling in the kitchen and bathroom of the rental unit within THREE WEEKS after being served with a copy of this decision.

#### Bathroom Fan

The tenant's evidence shows minor water damage at the window area of the bathroom. The bathroom was not designed with a fan. The tenant indicates that the landlord said she would assess the situation and conduct repairs. At hearing IJ stated a fan was not needed, that the humidity should be controlled by opening the window.

I find that it has not been proved that, whether or not the landlord spoke of installing a fan during this tenancy, the landlord is legally obliged to install one



and the tenant has not shown that the bathroom, originally designed and constructed without a fan, now requires one. Many homes of this age have no bathroom fans. He should leave the bathroom door open and/or crack a window open in the event of humidity build up....

#### Peeling Paint in Bathroom

The tenant testifies that as a result of the humidity build up in the bathroom the paint at the window and toilet has peeled away. IJ agrees this repair should be done. I ORDER AND DIRECT that the landlord attend to repairing and painting of the water damaged areas of bathroom window and area near the toilet of the rental unit within SIX WEEKS after being served with a copy of this decision.

I ORDER AND DIRECT that the landlord attend to the repair and painting of the water damage areas of ceiling in the kitchen and bathroom of the rental unit within THREE WEEKS after being served with a copy of this decision.

In the first hearing the tenant testified that the kitchen ceiling has been repaired but the repair work in the bathroom was not completed. The tenant testified that the holes in the bathroom have been filled but have not yet been sanded and painted. In the second hearing the tenant testified that a patch in the bathroom still required painting at the end of this tenancy.

The landlord testified that the tenant said that the work completed was good enough and after the contractor left, told her that they missed a spot. The landlord testified that the tenant did not ask for the bathroom spots to be painted. The landlord testified that the tenant has denied entry to her contractors. The tenant testified that he requires 24 hours' notice of entry and that he has not denied entry for any contractor for which 24 hours' notice was provided. The landlord was not able to point to any specific instances in which a 24-hour notice of entry was provided by the landlord and in which the tenant refused access.

The landlord entered into evidence a letter from her contractor which states in part:

[The landlord asked] me to take a look at a few things for her and she gave me a time line. Unfortunately I was not able to complete some of the things as I have been met with a lot of resistance from [the tenant]. It has been very difficult scheduling with him and the only times he is available is late nights and on the weekends, he has not been cooperative at all and had been quite aggressive towards me on multiple occasions. Some of the damage to the house as I the

patio is quite extensive and it has taken a considerable amount of time as we had to rebuild the whole patio. [The tenant] has harassed me and my employee, he is also constantly taking pictures of us and video taping us without our permission as we are working.....

The tenant testified that he was available at times other than evenings and weekends, and just required 24 hours notice to move his schedule around so that he could attend.

The landlord testified that on one occasion she attended at the subject rental property after verbally providing the tenant with two days' notice. The landlord testified that the tenant refused to grant them entry. The tenant testified that he did not grant them entry because he was not provided with written notice.

The tenant testified that the drywall problems in the bathroom were first brought to the landlord's attention in February 2018 and were not fixed until November 2020. The landlord did not dispute the above timeline. The landlord testified that the tenant told her that the issue was not urgent.

### Electrical

The November 10, 2020 decision states:

The tenant says three electrical outlets in the rental unit, two exterior driveway lights and one exterior motion sensor light are not working. He states it is not simply a case of burnt out bulbs. IJ agrees to have them looked at and repaired. The parties disagree about how soon this and all other agreed to items should be done.

I ORDER AND DIRECT that the landlord attend to the repair of the three electrical outlets in the rental unit, the two exterior driveway lights and the exterior motion sensor light by a qualified electrician within THREE WEEKS after being served with a copy of this decision.

In the first hearing the tenant testified that only one of the two exterior driveway lights had been repaired, the motion sensor light was still malfunctioning- the wind could turn it on and move its position and it stayed on for long periods of time when there was no movement. The tenant testified that he first notified the landlord about the electrical issues in December 2019. The landlord did not dispute this testimony. In the second

hearing the tenant testified that at the end of this tenancy the only electrical item not yet repaired was an outlet in the bedroom.

In the first hearing the landlord testified that one of the exterior lights just needed a new light bulb and the other was structurally damaged and had not yet been repaired. The landlord testified that the interior outlets had been repaired. The landlord testified that the motion sensor was working properly and not malfunctioning.

In the second hearing the landlord testified that by the end of the tenancy all of the electrical repairs were completed, including the bedroom outlet. The landlord did not enter into evidence proof of the above repairs being made by a qualified electrician.

In the second hearing the tenant testified that his monetary claim for \$35,000.00 is broken down as follows:

<b>Item</b>	<b>Amount</b>
Accommodations	\$900.00
No furnace	\$1,800.00
Toilet (3 months)	\$5,400.00
Leaking roof (4 months)	\$6,300.00-\$6,500.00
Hot water tank (6 months)	\$3,600.00
General maintenance	\$3,600.00
Loss of quiet enjoyment	\$13,500.00
<b>Total</b>	<b>\$35,100.00 - \$35,300.00</b>

The tenant did not testify as to how the above sums were calculated and did not provide any testimony regarding a hot water tank.

### Loss of Quiet Enjoyment

#### *Tenant's Testimony and Submissions*

Both parties agree that the subject rental property is a house with an upper and lower suite and that the tenant resides in the upper suite.

The tenant testified that he is seeking damage in the amount of \$13,500.00 for loss of quiet enjoyment of the subject rental property due to the conduct of the tenant who

resides in the suite below the tenant and the landlord's failure to adequately address the tenant's complaints.

The tenant testified that the lower tenant moved into the subject rental property on December 1, 2019. The tenant testified that the lower tenant's conduct towards him was threatening, vulgar, intimidating, and racist. The tenant testified that the lower tenant sent him over 500 offensive text messages.

The tenant testified that when the lower tenant passed him when coming and going from the property, the lower tenant made racist comments such as "nigger" and "heil Hitler". The tenant entered into evidence a photograph of a Nazi arm band on clothing in shared laundry room. The tenant testified that Nazi clothing belongs to the lower tenant.

The tenant testified that the lower tenant restricted his access to the shared backyard because the lower tenant stored a large amount of materials in the shared yard, reminiscent of a hoarder. The tenant entered into evidence photographs of the yard taken before the tenant moved in which show that it is clear of debris and personal possessions. The tenant entered into evidence photographs of the yard after the tenant moved in showing it full of personal possessions and debris.

The tenant testified that he has made the landlord aware of all the above issues with the lower tenant but the landlord failed to take any steps to deal with the issues.

The tenant testified that he first complained to the landlord about the lower tenant on December 1, 2019 and the last time he complained was October 2020.

The tenant entered into evidence a text message to the landlord dated May 30, 2020 which states:

Hi [landlord]. I got issues with [the lower tenant]. You need to come see for yourself & address. Where do I start.

1. I've repeatedly (at least 3 times) asked him not to dry his unwashed clothes in the dryer after a long dirty & sweaty day, because it leaves the dryer dirty, with a dirt film residue, full of debris & soil; which I have to wash with soap & water before I use it. Which I'm sure it will fail as a result; at some point because it is not a commercial, rather a residential appliance.
2. Asked him not to do laundry until 3 am every night, yes every night. Last load should finish by 11 pm or earlier. I'd have to check what [the City's] bylaw says for specific times.

3. Asked him not to leave empty food container or food outside where my dog can get into it. Rather simply place it in the receptacle 20ft away. He claims he leaves it out for the animals, which in turn drag the food & containers throughout the yard, which my dog then gets into, (WE'RE GOING TO HAVE A PROBLEM HERE!)
4. The back looks like a junk yard. He clearly appears to be a hoarder, acquiring new junk daily and just piling it up in the back; presumably as future projects. When they will finish I don't know, but he has not done anything with it since his arrival months ago...

The tenant entered into evidence a text message to the landlord dated May 30, 2020 which states:

I've received-

212 text message from him since jan

51 times I replied (20 times w/ 3 words or less)

6 actual text conversations of importance, ie. You Mom came to get her bike tire

Now because I asked him to just give me the heads up if there is something wrong, not to simply take it on himself, or at the very least make you aware; he tells me this amongst other things.

- Wackness
- He shouldn't have to apologize
- \*-“pull my harbour freight tampax out of my ass” for saying anything to him
- Says its me & my girly hair that broke the washer
- Calls me a cracker crackling with no regard
- Wack walnut coconuts for suggesting he should tell me anything when its obvious because the machine is outside
- Not my concern – to anyone; you cracker
- Then finally brings race into it.

The tenant entered into evidence a text message from the landlord dated May 30, 2020 which states:

Hi [tenant], did he put the washing machine back? I'll talk to him. It's a mess back there! And he shouldn't be leaving food out. Sorry he said these offensive things to you. Ill keep you posted. Going to go over there in a few hours.

The tenant entered into evidence a text message to the landlord dated June 1, 2020 in which the tenant copied a text message received from the lower tenant to show the landlord the communications received from the lower tenant:

- Lower tenant:
  - Are you on your wrag
  - This is a joint account
  - Why didn't you tell me it's broken again
  - I need to know these things ASAP
  - Have you hit puberty yet?
  - It's the end of the world
  - Why didn't you try and fix it where's the court's on that shit
  - Whagwan bludclot
  - Ya b blud clotten up
  - I have nuts or pussy lips lol
  - Like Tampax jammen
  - Shave that pussy so shit don't clog up fucken washing machines

[reproduced as written]
- Tenant:
  - Hi [landlord], just following up re: your update. What have you determined?
  - As a person of color; sadly I am accustom to a variety of ignorant, arrogant & racist people, which I am forced to deal with in my day to day existence. I shouldn't have to be subject to this abuse at home too.
  - [The lower tenant] has just got in a while ago and is blowing up my phone with insult, inappropriate dialogue & crazy talk. See texts 19 harassing/crazy messages.
  - What can we do about this?
  - Also I would like to implement a laundry schedule/policy. Alternative days, 3 each and Sunday (or whatever day is left) as a shared day, with no loads done after 10 pm. How can I present this to him without actually having to deal with him?
- Landlord:
  - Hi [tenant], I'm still in the middle of talking to [the lower tenant]. Give you an update soon. Very hard getting a straight answer from him

The tenant testified that in June 2020 the lower tenant attempted to initiate a fight. The tenant entered into evidence a text from the tenant to the landlord dated June 5, 2020 which states:

Hi [landlord], so where are we at. Yesterday, [the lower tenant] was kicking/banging on my laundry door, I thought he was trying to break his way in. As I was leaving, he followed me to my truck threatening me, trying to provoke a fight, fists, clenched, in my fact 6 inches, trying to bump chests to start a fight. Calling me all many of names, snitch, rat, pussy. Now I don't know what he will do next. I recorded as much as I could but when I brought my phone out his tone changed and he ran inside. I told him I will call the police if he tried to threaten me again. I am doing my best to remain calm and quite. This is a real concern for me. He has not cleared the laundry room of his things. Please remind him that this a commons area and he can't occupy with his personal stuff. I don't want any responsibility for it not have him accuse me of doing anything to it. Just have him take it out please. Also, he has not removed the items from outside the laundry door, as this too is a commons area. Where are at with a laundry schedule? Have you scheduled a repair man to come fix said machine? I've been waiting for any update since your last message. Please address my concerns.

[reproduced as written]

The tenant testified that his concerns were not addressed.

The tenant entered into evidence a text message from the landlord to the tenant dated July 1, 2020 which states:

- Hey [tenant] I talked to [the lower tenant], he said he comes home from work really late so he will be doing laundry at night but I told him he should be finished before 11 pm. I hope that works for you.

The tenant testified that the following text message exchange between the tenant and the lower tenant is an example of the language and attitude of the lower tenant that he dealt with on a regular basis:

Author	Date	Time (24 hour clock)	Message
Tenant	July 5, 2020	00:12	Why are you doing laundry now? Didn't [the landlord] tell you no more after 11 pm?
Lower tenant	July 5, 2020	0:17- 0:22	Your mom bitch fix the fucken leak before your soul duz

			If I wasn't doing fucken laundry I wouldn't have notice shit fucken leaking like your skrila  Nila. Aight Wu Tang clan mother fucker
Tenant	July 5, 2020	0:24	What 3 days do you want? For laundry?
Lower tenant	July 5, 2020	0:25- 0:26	Every day bro Wtf is your fucken major malfunction soldier I just asked you to fix the leak y pussy leak
Tenant	July 5, 2020	0:26	Na bro, you get 3. Pick them.
Lower tenant	July 5, 2020	0:27	[animal emojis]
Tenant	July 5, 2020	0:28	Take a Tampax Pearl and shove it to your leak in which is endangering out lives

[reproduced as written]

The tenant entered into evidence a text message to the landlord dated July 23, 2020 in which the tenant requests the landlord to address the tenant's concerns with respect to the lower tenant who is racist, hostile and harassing.

The tenant entered into evidence a text message to the landlord dated July 31, 2020 which states:

- [Landlord], I was expecting to hear back from you by now; disappointed but not surprised. I am writing to request an immediate eviction of [the lower tenant] due to continued harassment and threats of violence. I have a friend/guest staying w/me this week, in transition as he relocated to Victoria next week. He was accosted by [the lower tenant], in an aggressive & threatening manner (a guest in my home); in the laundry room (again no privacy as [the lower tenant] keeps that door open) See text I got below. Also you have not replied to my long list of concerns as if simply ignoring it will make it go away. It won't. I am asking for an immediate eviction of Aaron, I have even gone as far as to secure your next tenant, ready and willing & able to occupy the suite upon his removal. [The lower tenant] continued to be abusive, threatening & harassing. From blowing kisses, winking & name calling to as of today, threatening to cut my garden hose as he



claims its in his way. What about all his garbage in my way. No to mention the fire hazard. He continues to do laundry late nite, most recently, Friday & Tuesday at 12:30 am. There are a few things I brought to your attention that I felt should've been sorted by now. The removal of [the lower tenant], the dishwasher, lawn care (front), lawn care equipment (back), the peeling paint in the bathroom, no fan in the bathroom, the cover for the light in the kitchen, paint to cover old light fixture in the kitchen, compensation..., I'm sure there is more, I just don't recall everything this minute...

[reproduced as written]

The tenant entered into evidence a text message dated August 10, 2020 in which he asks the landlord why the landlord is not pursuing eviction of the lower tenant, the landlord did not respond.

The tenant entered into evidence part of a text message to the landlord dated September 4, 2020 (the top portion of the text message was cut off.)

...and it would seem that any conversations you've had with hm regarding it have had no effect. I am not being afforded the quite/peacefully enjoyment I am entitled, with little support from you. Please ask him to clean up/clear the garbage by the side of the house, if I have to do you will get a bill for services rendered. One more thing, the garbage gins need to stored in the space allotted as not to be visible from the street as per [the City' bylaw. I will not pay the find when they come after an anonymous call.

The tenant testified that on September 4, 2020 the lower tenant verbally assaulted him. The tenant entered into evidence a signed witness statement which reads in part:

On the evening of September 4, 2020, I witnessed a verbal argument between the tenant, [redacted] and the downstairs tenant of [the subject rental property].

The interaction escalated quickly with the downstairs tenant showing signs of unpredictable rage and anger with racist and derogatory language.

The sensitive nature and feelings of disgust and shame that I associate with these racial slurs makes it difficult to communicate exactly what was said. However, I find it necessary to in order to accurately describe the scenario.

After repeatedly calling [the tenant] a "fucking goof" throughout their exchanges, the downstairs tenant called [the tenant] a "fucking nigger". Loud and clear.

I don't know that many people would have held their composure quite like [the tenant] did. He remained calm and did not react, engage, or retaliate....

The tenant testified that he called the police due to the above altercation.

The tenant entered into evidence a text message to the landlord dated September 5, 2020 which states:

Ok [landlord], still no response. You are only making things worse by not doing anything. There is no consequence levied for his behaviour, so he feels embolden my that. He is even doing laundry right now, again 1 am, even after I spoke/text with him about it yesterday. He has not picked 3 days, I even gave him 4 days to do laundry, just requested that he do it at a reasonable time. I have not been, but I will now text you every time he does. If I can't sleep or have peace & quiet in the night/early morning, you will know about it as I build my case.

In addition to his arrogance & ignorance, in a fit of rage, [the lower tenant] has called me a "Fucking Niger" in front of my Mom, my sister & my guest that all happened to be here tonight and see & heard him freak out. I even tried to video our interactions as proof of his violent & volatile behaviour, of which I will have to review to see if it was captured, on top of having 3 witnesses, and the new neighbours too. When are you going to intervene & do something. Better yet, when are you going to reply & deal with the issues I repeatedly & continually raise? Garbage, front yard, dishwasher, him using the laundry room as his personal locker room & entrance which is disruptive & disgusting, just to name few! Again I've attached a pic.

[reproduced as written]

The tenant testified that in addition to the frequent racist comments from the lower tenant, the lower tenant does laundry in the shared laundry room at all hours of the night and stores a large amount of his personal belongings in the laundry room, making it difficult to use. Photographs of same were entered into evidence.

The tenant testified that he complained to the landlord on many occasions about the tenant doing laundry in the middle of the night and that the landlord's solution was to tell the tenant to wear earplugs. The landlord testified that she never told the tenant to wear

earplugs. The tenant entered into evidence the following text message exchange between the tenant and the landlord between September 30, 2020- October 2, 2020.

Author	Time (24 hour clock)	Message
Tenant	01:37	He is doing laundry now, it woke me up. Can we get this to stop please
	01:41	He was home during the day today – pick 3 days for laundry and have it done in the day is not an unreasonable thing to ask
Landlord	01:41	Hey [tenant] I'll talk to him. But is your room right above the laundry. How is that loud that it disturbs your sleep. Maybe you need to get some ear plugs. Regardless I'll talk to him and ask him to pick 3 days...
Tenant	10:47	Hi [landlord]. Ear plugs, that's your solution? Really?  How about you do something more tangible than talking as that didn't/doesn't work, he was doing laundry again at 2:am last night. What 3 days did he choose?...That laundry room is still a mess & full of clutter making it inaccessible & disgusting....

[reproduced as written]

The tenant also entered into evidence a text message to the landlord dated September 28, 2020 in which the tenant advises the landlord of repairs required, the continued “racial, verbal, physical attacks, threats & intimidation” from the lower tenant and issues with the shared laundry.

#### *Landlord's Testimony and Submissions*

The testimony and submissions of the landlord in response to the tenant's claims for loss of quiet enjoyment were brief and are fully provided below.

The landlord testified that in the past there have been many issues with the tenant and that the tenants who lived in the lower suite before the current lower tenant complained about the tenant. The landlord entered into evidence complaints from the previous lower tenants about the tenant.

The landlord testified that the tenant was not happy when the lower tenant moved in because he wanted friends of his to move in instead.

The landlord testified that the tenant instigates the lower tenant by calling him white trash and that is why the lower tenant speaks to the tenant the way he does. The landlord testified that she does not have proof that the tenant called the lower tenant white trash. The landlord testified that the tenant and the lower tenant complain about each other.

The landlord testified that multiple members of her family have met the lower tenant and that he is a really nice person. The landlord testified that the tenant really gets under people's skin and that she can understand why the lower tenant has spoken to the tenant in the manner that he has. The landlord testified that she has spoken to the lower tenant about the way he speaks to the tenant. The landlord testified that the cops told her not to get involved and so she hasn't.

The landlord testified that some of the items in the laundry room were the tenant's. The landlord testified that the tenant left dog poo in the laundry room. No documents to support this testimony were entered into evidence.

The landlord testified that the lower tenant has a lot of possessions outside in the yard because when he moved into the lower suite, he downsized from a large home.

The landlord testified that she never told the tenant to wear earplugs to deal with the lower tenant's late night laundry.

### *Tenant's Response*

The tenant testified that he did not instigate the racial slurs made by the lower tenant.

The tenant testified that none of the items left in the laundry room are his.

The tenant testified that he has never left dog poo in the laundry room.

## **Analysis**

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.

Section 32(1) of the *Act* states:

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.

Rule 6.6 of the Residential Tenancy Branch Rules of Procedure states that 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. 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.

### **Furnace and furnace exhaust**

Based on the testimony of both parties and documents entered into evidence, I find that the furnace was not heating the subject rental property to a habitable level in February of 2017. I accept the tenant's undisputed testimony that the landlord was first notified of the malfunctioning furnace verbally on February 3, 2017 and again via text on February 5, 2017. I find that the landlord breached section 32(1) of the *Act* by failing to maintain the furnace and have it repaired in a reasonable period given the time of year the furnace failed.

Based on the invoice entered into evidence, I find that the furnace was repaired on February 24, 2017. I find the fact that the pipes did not freeze does not mean that the heat was at a habitable level.

I find that the value of the tenancy was reduced due to lack of adequate heat from February 3-24, 2017. I find that the length of time it took to make the repair during the

winter was significant and that the tenant is entitled to a rent reduction pursuant to section 65(1)(f) of the *Act*. I find that the tenant is entitled to the return of all rent paid from February 2-24, 2017 (24 days) pursuant to the following calculations:

$$\begin{aligned} &\$1,800.00 \text{ (rent)} / 28 \text{ (days in February 2017)} = \$64.29 \text{ (daily rate)} \\ &24 \text{ (days without heat from first notification to landlord)} \times \$64.29 \text{ (daily rate)} = \\ &\mathbf{\$1,542.96} \end{aligned}$$

I accept the tenant's undisputed testimony that the furnace vent was placed too close to the door and that exhaust then entered the house. I accept the tenant's undisputed testimony that the landlord was first notified of this issue on July 18, 2017 and it was not fixed until December 20, 2018. The landlord testified that the exhaust vent was installed by professional in 2017, but this does not mean that a mistake was not made. The landlord took 17 months to have the issue addressed once it was brought to the landlord's attention.

I find that the placement of the exhaust vent reduced the value of the tenancy but did not prevent the property from functioning as a home. I find that the tenant is entitled to a rent reduction in the amount of \$15.00 per month from July 18, 2017 to December 20, 2018 for approximately 17 months for a total reduction of **\$255.00**.

### Toilet

I accept the tenant's undisputed testimony that the toilet in the subject rental property leaked and that the tenant first informed the landlord of the issue on June 28, 2018 and that the landlord fixed it on September 12, 2018. I find that the tenant has not proved, on a balance of probabilities, that the landlord told the tenant not to use the toilet or that the toilet was not usable during the time it leaked as the tenant was not able to present any documentary evidence to support his testimony which was disputed by the landlord.

I find that the landlord breached section 32(1) of the *Act* by failing to repair the toilet in a reasonable time. I find that the value of the tenancy was reduced by the breach of section 32(1) of the *Act*. The tenant testified that he is seeking \$5,400.00 for the leaking toilet. I find that the tenant has not proved the loss suffered is equal to \$5,400.00. I find that the tenant is entitled to a rent reduction equivalent to \$20.00 per month for the leaking toilet for a total of **\$50.00**.

### Roof/gutters

Based on the undisputed testimony of the tenant and the documents entered into evidence, I find that the landlord breached section 32(1) of the *Act* by failing to maintain the roof at the subject rental property and by failing to repair it in a timely manner. I find that the value of the tenancy was reduced by the breach of section 32(1) of the *Act*.

Based on the tenant's testimony and the photographs and videos entered into evidence I find that the leaking roof had a significant impact on the value of this tenancy and prevented the tenant from using the kitchen bedroom and living room in a normal fashion; however, the tenant was still able to reside at the property during this time. The tenant testified that he is seeking \$6,300.00-\$6,500.00 for the leaking roof but did not provide any submissions on how this sum was arrived at. I find that the tenant has not proved that the loss suffered from the leaking roof is equivalent to \$6,300.00-\$6,500.00. I find that the tenant is entitled to 50% off rent from September 16, 2018 to December 20, 2018 pursuant to the following calculations:

September rent (\$1,800.00) / 30 (days in September) = \$60.00 (daily rate)  
15 (days in September with leaking roof) X \$60.00 (daily rate) = \$900.00 / 2  
(50%) = **\$450.00**

October rent (\$1,800.00) / 2 (50%) = **\$900.00**

November rent (\$1,800.00 / 2 (50%)) = **\$900.00**

December rent (\$1,800.00) / 31 (days in December) = \$58.06 (daily rate)  
20 (days in September with leaking roof) X \$58.06 (daily rate) = \$1,161.20 / 2  
(50%) = **\$580.60**

**TOTAL: \$2,830.60**

### Washing machine

All tenancy agreements between a landlord and a tenant with respect to a rental unit and residential property are subject to the *Act*, unless specifically exempted. The definition of "tenancy agreement" in section 1 of the *Act* includes tenancy agreements entered into orally, in writing, and by way of implied or express terms. Therefore, the parties are bound by the terms of their oral agreement and written agreement, including any implied or express terms.

I was provided opposing testimony that the parties had expressly discussed and agreed that shared laundry was included in the rent. However, it is undisputed that the landlord

provided the tenant with shared laundry for the duration of this tenancy, approximately four years. Given the significant duration of the services being provided, I find that on a balance of probabilities, there was at least an implied term of tenancy that shared laundry was included in the rent. This is supported by the fact that the landlord granted the tenant a \$100.00 reduction in rent for the loss of laundry. Therefore, I find that shared laundry was included in the rent.

I find that this matter was already settled by the parties when the landlord allowed \$100.00 to be deducted from rent. I find that this sum is more than adequate. I dismiss the tenant's claim for reduced rent for the washing machine.

### Dishwasher

Based on the undisputed testimony of the tenant, I find that the dishwasher was not working from June 22, 2020 to November 10, 2020 and that the landlord was first notified of the issue on June 22, 2020. I find that the landlord breached section 32(1) of the *Act* by failing to repair the dishwasher in a reasonable time. I find that the value of the tenancy was reduced by the breach of section 32(1) of the *Act*.

The tenant did not testify as to what reduction of rent he is seeking for the loss of use of the dishwasher, though it may be part of his claim for general maintenance for \$3,600.00. I find that the quantification of this loss has not been proved.

I find that the tenant is entitled to a rent reduction for loss of use of the dishwasher in the amount of \$50.00 per month from June 22, 2020 to November 10, 2020 pursuant to the following calculations:

$\$50.00$  (reduction for loss of dishwasher) / 30 (days in June) = \$1.67 (daily rate)  
8 (days in June without working dishwasher) X \$1.67 (daily rate) = **\$13.36**

July reduction: **\$50.00**

August reduction: **\$50.00**

$\$50.00$  (reduction for loss of dishwasher) / 30 (days in November) = \$1.67 (daily rate)

10 (days in November without working dishwasher) X \$1.67 (daily rate) = **\$16.70**

**TOTAL: \$130.06**



### Deck

I accept the undisputed testimony of the tenant that the deck was in substantial disrepair and was not in useable from December of 2018 to the end of this tenancy, February 3, 2021. I find that the landlord breached section 32(1) of the *Act* by failing to maintain and repair the deck in a reasonable time. I find that the value of the tenancy was reduced by the breach of section 32(1) of the *Act*.

The tenant did not testify as to what reduction of rent he is seeking for the loss of use of the deck, though it may be part of his claim for general maintenance for \$3,600.00. I find that the quantification of this loss has not been proved.

I find that the tenant is entitled to a rent reduction in the amount of \$150.00 per month from December 2018 to February 3, 2021 (approximately 26 months) for loss of use of the deck pursuant to the following calculation:

26 (months deck in unusable condition) X \$150.00 (rent reduction) = **\$3,900.00.**

### Landscaping

Based on the November 10, 2020 decision and undisputed testimony of the tenant, I find that the landlord removed trees from the front yard of the subject rental property on June 20, 2020 and failed to pick up the detritus of branches and leaves. Both parties agree that the branches and leaves were picked up on December 20, 2020. The landlord testified that the branches and leaves were not picked up sooner because the tenant's car blocked the way. No documentary evidence was provided to support this testimony which was disputed by the tenant. I find on a balance of probabilities, that the tenant is not responsible for the landlord's delay in clearing the branches.

I find that the landlord breached section 32(1) of the *Act* by failing to clear away the leaves and branches within a reasonable time. I find that the value of the tenancy was reduced by the breach of section 32(1) of the *Act*.

The tenant did not testify as to what reduction of rent he is seeking for the detritus left at the property, though it may be part of his claim for general maintenance for \$3,600.00. I find that the quantification of this loss has not been proved.

I find that the tenant is entitled to a rent reduction in the amount of \$25.00 per month from June 20, 2020 to December 2020 (6 months) for a total of **\$150.00.00.**

### Fireplace

Based on the November 10, 2020 decision, I find that the landlord was required to repair the fireplace. The tenant did not testify as to when he first asked the landlord to repair the fireplace. I accept the tenant's testimony that the fireplace was not fixed while he resided at the subject rental property as the landlord has not provided any documentary evidence to prove its repair, and receipts and invoices for other repairs were entered into evidence. Had the fireplace been repaired, I find that the landlord would likely have provided that invoice/receipt.

I find that the landlord breached section 32(1) of the *Act* by failing to repair the fireplace within a reasonable time. I find that the value of the tenancy was reduced by the breach of section 32(1) of the *Act*.

As it is not clear if or when the landlord was first asked to repair the fireplace, I find that the tenant is entitled to rent reduction from the date of the November 10, 2020 decision to the end of this tenancy. I award the tenant a rent reduction in the amount of \$50.00 per month pursuant to the following calculation:

\$50.00 (reduction for loss of fireplace / 30 (days in November) = \$1.67 (daily rate)

11 (days in November without working fireplace) X \$1.67 (daily rate) = **\$18.37**

December reduction: **\$50.00**

January reduction: **\$50.00**

\$50.00 (reduction for loss of fireplace) / 28 (days in February) = \$1.79 (daily rate)

3 (days in February without working fireplace) X \$1.79 (daily rate) = **\$5.37**

**TOTAL: \$123.74**

### Drywall

Based on the tenant's undisputed testimony I find that the tenant first notified the landlord of drywall damage in the bathroom in February of 2018 and it was mostly repaired in November of 2020. Based on the undisputed testimony of the tenant I find that the kitchen drywall that was damaged by the roof leak and was repaired in November of 2020.

I find that the landlord breached section 32(1) of the *Act* by failing to repair the bathroom drywall within a reasonable time. Even if a repair is deemed to be non-urgent, I find that taking over two years to repair the damage is unreasonable. I find that the value of the tenancy was only marginally reduced by the breach of section 32(1) of the *Act*.

The tenant did not testify as to what reduction of rent he is seeking for drywall damage to the bathroom, though it may be part of his claim for general maintenance for \$3,600.00. I find that the quantification of this loss has not been proved.

I award the tenant a \$5.00 per month rent reduction from February 2018 to November 2020 (34 months) in the amount of **\$170.00** for the damage to the bathroom drywall.

I find that the tenant is already being compensated for the roof leak which caused damage to the kitchen drywall. I find that to award the tenant a rent reduction for damage to the kitchen drywall over the same span of time for the water leak would result in double compensation. I therefore decline to award the tenant damages for the kitchen drywall.

### Electrical

Based on the undisputed testimony of the tenant, I find that the tenant first informed the landlord of electrical issues in December of 2019 and that most of those issues were fixed by the end of this tenancy.

I find that the landlord breached section 32(1) of the *Act* by failing to repair the electrical issues drywall within a reasonable time. I find that the value of the tenancy was reduced by the breach of section 32(1) of the *Act*.

The tenant did not testify as to what reduction of rent he is seeking for electrical damage, though it may be part of his claim for general maintenance for \$3,600.00. I find that the quantification of this loss has not been proved. I find that while the value of the tenancy was reduced by the electrical issues, the tenant still had use of working outlets and the electricals issues did not significantly impact the use of the subject rental property. I award the tenant a rent reduction of \$10.00 per month from December 2019 to the end of this tenancy (approximately 14 months) for a total of **\$140.00**.

### Loss of Quiet Enjoyment

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 Tenant 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.

[Emphasis added]

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 67 of the *Act* allows me to issue a monetary award for damage or loss. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof. Residential Policy Guideline 16 states that the claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

Based on the tenant's testimony and the text message and photographic evidence provided by the tenant, I find the lower tenant spoke to and texted the tenant in a manner that was racist, offensive, vulgar, and hostile. I find that the vocabulary that the tenant was subjected to unreasonably disturbed the tenant, contrary to section 28(b) of the *Act*.

I find that the lower tenant used the shared laundry room and the shared yard as the lower tenant's personal storage areas and that this interfered with the tenant using the common areas for reasonable and lawful purposes, contrary to section 28(d) of the *Act*.

Based on the text messages entered into evidence regarding the tenant doing laundry past 11 p.m., which are time stamped, I find that the tenant repeatedly did laundry past 11 p.m. and that the landlord suggested earplugs as a solution. I find that the landlord spoke to the lower tenant about doing laundry before 11 p.m. but when the lower tenant did not listen, the landlord took no further action. I find that the tenants consistent use of the shared laundry after 11 p.m. unreasonably disturbed the tenant, contrary to section 28(b) of the *Act*.

Based on the testimony of the tenant, which I found to be direct and credible, and the photographs and text messages entered into evidence, I find that the landlord was made aware of the serious nature of the lower tenant's diatribes directed at the tenant and the lower tenant's inappropriate use of common areas from the time the lower tenant moved in until the end of the tenancy.

In response to the tenant's testimony that he and his guests were subjected to racial slurs and vulgar language, the landlord testified that she understood why the lower tenant used such language. The landlord went on to defend the lower tenant stating that he was a really nice person. The landlord also testified that she elected to do nothing when informed of the many issues between the tenant and the lower tenant. I find the landlord's conduct condoned the lower tenant's racist and abhorrent behavior and the tenant's unreasonable and disturbing use of the common spaces. I find that the landlord failed in the landlord's duty to take reasonable steps to correct and stop the lower tenant's attacks on the tenant and the lower tenants inappropriate use of common spaces. I find that the verbal conversations the landlord had with the lower tenant were both ineffective and insufficient steps to discharge her duty to protect the tenant's right to quiet enjoyment of the subject rental property.

I find that the tenant's relationship with the tenants who resided in the lower unit prior to the current lower tenant does not impact the landlord's responsibility to comply with section 28 of the *Act*.

The tenant testified that he is seeking \$13,500.00 for loss of quiet enjoyment but did not testify as to how this sum was arrived at. I find that the quantification of this loss has not been proved. Given the serious nature of the breach to the tenant's right to quiet enjoyment of the subject rental property, I find that the tenant is entitled to a  $\frac{1}{4}$  rent reduction from the time the lower tenant moved in, to the end of this tenancy (approximately 14 months), pursuant to the following calculation:

$$\begin{aligned} &14 \text{ (months tenant experienced loss of quiet enjoyment)} \times \$1,800.00 \text{ (rent)} = \\ &\$25,200.00 \times .25 \text{ (}\frac{1}{4}\text{ rent reduction)} = \mathbf{\$6,300.00} \end{aligned}$$

Filing Fees

As the tenant was successful in this application for dispute resolution, the tenant is entitled to recover one of the \$100.00 filing fees for these applications for dispute resolution from the landlord. I decline to award both, as two separate files were not necessary. The tenant could have filed both claims on a single application. I note these claims were filed on the same day.

Conclusion

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

Item	Amount
Furnace	\$1,542.96
Furnace exhaust	\$255.00
Toilet	\$50.00
Roof	\$2,830.60
Dishwasher	\$130.06
Deck	\$3,900.00
Landscaping	\$150.00
Fireplace	\$123.74
Drywall	\$170.00
Electrical	\$140.00
Loss of quiet enjoyment	\$6,300.00
Filing fee	\$100.00
<b>TOTAL</b>	<b>\$15,692.36</b>

The tenant is 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: May 4, 2021

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Residential Tenancy Branch