



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

Page:

DECISION

Dispute Codes

MNDCT, MNRT, FFT

Introduction

This hearing dealt with an application by the tenant under the *Residential Tenancy Act* (the *Act*) for the following:

- A monetary order for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 67 of the *Act*;
- An order requiring the landlord to reimburse the tenant for the filing fee pursuant to section 72.

Teleconference Hearing June 02, 2022

A teleconference hearing in this matter took place on June 02, 2022. At the hearing, GS attended for both landlords ("the landlord") and the tenant attended. Both parties had opportunity to provide affirmed testimony, present evidence and make oral submissions. Both parties acknowledged service of each other's documents including the Application for Dispute Resolution and Notice of Hearing.

The parties confirmed they were not recording the hearing.

All parties confirmed the email address for provision of the Decision.

The parties were informed that one hour was scheduled for the hearing which lasted 1.5 hours. The testimony of both parties was not completed in that time.

Written Submissions

To conclude the submission of evidence, the hearing was adjourned to allow the parties to provide Written Submissions as set out in the Interim Decision dated June 27, 2022.

The hearing was adjourned on the following terms:

- the parties are not permitted to file any cross-application to be joined together with the application; and
- the parties are not permitted to file additional evidence except as directed.

The following submissions were received: Tenant's Written Submissions, Landlord's Written Submissions, and Tenant's Reply.

In the Interim Decision, I directed that the hearing may be reconvened as a conference call hearing after Written Submissions were submitted and served.

Having reviewed the Written Submissions, I have determined it is not necessary to reconvene the hearing.

I accordingly make my Decision considering the substantial testimony submitted during the hearing, the documentary evidence and the Written Submissions.

Not all this information is referenced. I only refer to relevant, admissible and key facts and findings with respect to the claims

Background

The parties agreed on the background of the tenancy.

They entered into a 1-year fixed term tenancy agreement beginning on August 1, 2020 and ending when the tenant moved out on January 18, 2021. A copy of the tenancy agreement

was submitted which was in the RTB form.

Rent was \$1,600.00 monthly and the tenant provided a security deposit of \$800.00 at the beginning of the tenancy. The tenant was required to pay hydro as well.

The tenant did not pay rent for the month of December 2020 or January 2021.

Tenant's Evidence

The tenant testified as follows.

The unit was a mobile home and the tenant lived there with his family which included young children. They were initially grateful for a home during the pandemic and said the place "looked nice at first".

The tenant paid rent for August 2020 to November 30, 2020 in the total amount of \$6,400.00. The parties agreed the tenant would not pay rent from December 1, 2020 until they moved out.

At the beginning of the tenancy, the landlord promised to carry out certain repairs. However, shortly after moving in, the tenant said he discovered "everything was falling apart", and the unit was "dilapidated and dangerous".

In his Written Submissions, the tenant said:

Immediately upon moving into the dwelling we noticed issues. It was evident that once we gave our damage deposit to the landlord that the majority of the work that was to be completed before gaining access to the rental was not finished. We spoke with the landlord about this issue on the day we moved in. He said "He will get to it," and stated that he "ran out of time."

The tenant testified he is competent and experienced at plumbing and heating having worked in that business for 17 years. He also has construction and home repair skills.

The tenant requested compensation for loss of quiet enjoyment as well as the following.

Tenant's Claims: Repairs

On August 3, 2020, three days after moving in, the tenant said the sewer main backed up into the bathtub and toilet. He called the landlord and offered to fix the problem. The landlord agreed. The same problem happened again on August 7, 2020.

With the consent of the landlord, on August 7, 2020, the tenant rented equipment from his employer, did the work necessary, and corrected the issue. The tenant charged the landlord the equipment rental fee only and did not charge for his labour. The landlord paid the amount in cash.

The tenant said the deficiencies in the unit became increasingly apparent. In his Written Submissions, the tenant provided the following outline of subsequent events:

August 14th 2020	The toilet in the back bedroom crashed into the floor. It was evident that the floor needed to be replaced. Also, there was no hot water going to any fixtures in the back bathroom. Lines had been completely disconnected.
August 15 th 2020	The bar counter top was not fastened correctly to anything and flipped on us.
August 18 th 2020	House became infested with flies due to fertilizer mound underneath the front deck, in front of the door. Lasted two weeks. Spoke with landlord. She instructed us to get sticky fly traps.
September 3 rd 2020	There was a water leak underneath the dwelling on the water lines to the tub.
September 5 th 2020	Front door came off the hinges due to undersized screws holding the door in place.
September 7 th 2020	The dishwasher broke down. It was not required for the landlord to fix or replace, even though we rented it as a fully furnished rental.
October 5 th 2020	Wind and rain storm occurred, and during the storm wind and rain came through the incorrectly installed

	windows, doors, and patio doors. We spoke with the landlord about this. He asked me if I could fix it.
November 25 th 2020	The house became infested with Rats coming through the floors underneath the sink and bathroom. This was the result of neglect on behalf of the home owners renovation methods.
November 28 th 2020	The front deck collapsed while my wife was sitting on the deck. We called the landlord, and she had her maintenance guy show up. There was no stairs on the back deck. Had to jump off of four foot drop. The rest of the family felt uncomfortable getting out of the house until it was in a safe manner.
December 4 th 2020	During a heavy rain storm, water was pouring through a 10 inch hole in the ceiling onto a 40 gallon electric hot water tank.

However, the tenant said it became apparent to him that the landlord knew about these many deficiencies in the unit, some of which were serious and effected the safety of the family. He stated:

It was obvious that the landlords knew the poor conditions of the dwelling. It was told to us after the collapse of the deck that it had collapsed months prior to use occupying the dwelling, as well as that the place had caught fire previous to us renting the property, which they did not convey this to us upon renting.

Same for the electrical issues that I found out was feeding other areas of the property that was not known to us until I confronted them about it. Which they denied at first until I showed them that they did have illegally siphoned power without our knowledge.

We would call The Landlord about situations and issues that were constantly arising, and frequently he or she would come over to talk about fixing the problems. Sometimes, they would text back and forth with us, as well as phone calls to talk about solving the issues, which usually ended with them asking me if I would be willing to fix said issues.

Throughout these events, the tenant stated he met regularly with the landlord GS to discuss the issues. The tenant said most of the communication was verbal. He described the anxiety of the family in searching for new accommodations during the pandemic and a willingness to do what was necessary to repair the place.

The tenant testified that the landlord always agreed they would pay the tenant for his work repairing the unit. He stated in the Written Submissions:

In documents submitted it shows as early as August 31st 2020, [landlord] and I would speak about money owed for work done, as in “how much do I owe you” to which the conversation always ends and she shows up to the house, or calls.

Any time that I had done work at her other properties she would pay me for the labor and my materials usually at 50 dollars an hour, which was the same verbal agreement we had about doing the repairs and the rebuilding of the decks, as well as the laundry area, and the water lines under the house.

The tenant testified that by December 4, 2020, they “had had enough” and believed the unit was a “death trap”:

we needed to get out of there as soon as humanly possible. However, due to the Covid 19 pandemic it was looking like it would be impossible to leave immediately.

This was why we stayed until January 18th 2021, as this was the earliest time we could find a new place.

On January 3rd 2021, after the repairs were mostly done, the Landlord, Jerry Singh, told me to stop doing any further work. Even though there was still no steps on the front deck as it wasn't finished, I complied but I put steps on the front deck on the 5th of January anyway so that we could move our stuff out safely through the front door.

In his Written Submissions, the tenant provided the following summary of materials purchased:

The list of the materials used are as follows: Water lines and fittings, 2 inch abs

pipng and fittings, laundry box rough-in kit, replacement cartridges for bathroom tub, drywall tape, drywall board, drywall screws, drywall mud, interior 2x4's, 2 rolls of vapor barrier, deck screws, leg bolts, cedar 4x4x8 boards, multiple boxes of 2 inch and 3 inch and 4 inch screws, Sawzall blades, 2x6x8 multiple boards, 2x10x8 multiple cedar boards, tuctape, 2x4x8 multiple cedar boards, 1x4x8 and 1x4x10 multiple cedar boards.

In his Submissions, the tenant provided a list of 15 dates with material purchases (sometimes several in a day) in the total amount of \$2,632.04 drawn from bank statements. He stated he provided the original receipts to the landlord who has not returned them as promised.

The tenant provided an itemized list of time spent after the front deck collapsed on November 28th, 2020. The total is 168 hours and the tenant requested compensation at an hourly rate of \$50.00 for a total of \$8,400.00. This list was provided in his Written Submissions and was not made at the time of the work.

The tenant testified he did work for the landlord for other properties than the unit. He was paid in full in cash.

Tenant's Claims – Hydro

The tenant discovered that they were unknowingly paying for hydro to other users under the control of the landlord. Throughout the tenancy, the hydro remained in the tenant's name and the parties engaged in discussions about how much the landlord should compensate the tenant. No agreement was reached before the tenant moved out.

On January 31, 2021, after they moved out, the tenant sent a text to the landlord and submitted a copy. The text stated:

I am working on the hydro bills.

I will let you know the amount you guys have to reimburse me for the 6 months of me paying power your other tenant was using off my panel.

I spike to bc hydro and they said you should have had him on his own meter or us

only be 50% of tour monthly bill.

As did the tenant board say the same.

The tenant stated he was unable to accurately calculate the value of the hydro they unknowingly provided to other users. They provided a list of paid hydro bills they paid which included the unauthorized user in the amount of \$2,844.13. They requested reimbursement of half the total which they stated was \$1,368.77.

Security Deposit and Condition Inspection Report

No condition inspection reports were conduction of moving in or out.

The landlord returned the security deposit to the tenant shortly after they moved out.

Landlord's Evidence

The landlord denied the tenant is entitled to any compensation for the following reasons: there were no repairs needed; they did not authorize the tenant to do any work; the tenant did not provide any receipts for materials; there were no pest issues and if there were, the tenant is the cause; the tenant did not provide notice they were leaving; and the tenant took items and left the unit "a mess".

Further, the tenant did not pay rent from December 1, 2020 until they moved out on January 18, 2021, and therefore received a benefit of two months' rent. As monthly rent was \$1,600.00, this created a financial benefit to the tenant of \$3,200.00. This is adequate compensation for any alleged time and repairs.

Response to Tenant's Claim for Compensation for Repairs

The landlord submitted that "the trailer was in good shape when they moved in [and] was in worn condition when they left..."

The landlord denied knowing about any of the repair issues raised by the tenant, stating:

There was no communication prior to their move regarding any of the issues that

were complaining about. I had [tenant] do some work for me in April after they left and still there was nothing said.

The landlord denied providing any permission to the tenant to do the work stating, "the tenant did not have our permission to work on the property".

The landlord stated in their Written Submissions:

I would like to see the written authorization for all the work he said he performed, there was no authorization for him to conduct any works on the trailer, if work was needed to be done it should have been vetted through the landlord and proper accounting of time and material should have been done, I would have invoices which I could apply toward the revenue.

The landlord denied receiving receipts and said the claimed work was unnecessary. The landlord's Written Submissions state in part:

No receipts were provided, the deck was new with new material, as per the picture (See picture of the deck as was attached to the original submission by the landlord), [tenant] did request to extend the deck which was DENIED as there was no need for the deck to be extended. All the material on the deck was brand new and in excellent condition, just required it be reinforced and attached to the building in the middle post. The deck was large and no need to expand. I sent an text to inform we would have a tradesperson secure the deck there was no response from the tenant

...

There are no quantities or details as to what was purchased with each receipt, we did not receive the receipts, with the costs so high why would [tenant] not have kept his receipts. The deck expense should be the purchase of screws to secure the post and we had offered to have the carpenter there to perform the task with no response from the tenant.

The landlord acknowledged some payment to the tenant, stating:

[Tenant] did mention he did some repair work, I asked him for a invoice and material

costs and at some point we did refund him for the material and cost that he requested.

In the Interim Decision, the landlord was directed to provide:

2.5. A spreadsheet or similar document showing all payments made to the tenant for reimbursement of expenses or labour in carrying out repairs to the unit.

This information was not provided.

Landlord's Response to Tenant's Hydro Claim

During the hearing, the landlord acknowledged that the tenant was providing and paying for another user's power without the tenant's authorization and with the knowledge of the landlord.

However, the landlord stated there was only one extra extension cord to light a trailer "when needed" and the usage was minimal. They submitted several pages of copies of hydro bills prior to and during the rental period purporting to show limited usage.

The landlord stated that the tenant is responsible for the large hydro bills during the tenancy and argued as follows in their Written Submissions:

The rationale for the high hydro cost is his children are all gamers and are on the computer 24/7 they do not attend school and are home schooled, they are on the computer, also the heat in the trailer is baseboard electric heat, it was a cold winter so they had the heat on most of the time.

As stated above, the landlord said that the tenant did not pay rent for December 2020 and January 2021; this is adequate compensation for all the tenant's claims.

Summary of Tenant's Claims

The tenant claimed compensation for loss of quiet enjoyment in an unspecified amount.

The tenant claimed the following for repairs: labour and materials.

ITEM	AMOUNT
Materials	\$2,632.04
Labour 168 hours at hourly rate \$50.00	\$8,400.00
TENANT'S CLAIM - REPAIRS	\$12,400.81

The tenant claimed the following for hydro compensation:

ITEM	AMOUNT
Hydro (total \$2,844.13)	\$1,368.77

This table provides a summary of both claims:

ITEM	AMOUNT
Materials and labour (above)	\$12,400.81
Hydro (total \$2,844.13)	\$1,368.77
TENANT'S TOTAL CLAIM	\$13,769.58

The tenant also requested reimbursement of the filing fee of \$100.00.

The landlord requested the tenant's application be dismissed without leave to reapply.

Analysis

Only relevant, admissible evidence is considered. Only key facts and findings are referenced.

Credibility

In considering the application, I weighed the credibility of the parties. I considered the two competing versions of events. Each party accused the other of untrue and exaggerated testimony.

During the lengthy hearing and in reviewing the substantial documentary evidence, I found the tenant to be credible and straightforward. I find the tenant believable when they

described the conditions of the unit. I accept the tenant's evidence in its entirety about the emerging state of disrepair of the unit. For example, I accept their testimony the sewer backed up twice within days of moving in and the deck detached from the building (as evidenced in a photograph and acknowledged by the landlord).

I also accept the tenant's evidence that they did repairs with the landlord's consent thereby incurring labour costs and expenses. I also accept they were not fully compensated for their out-of-pocket expenses or their time. Finally, as acknowledged by the landlord, I find the tenant unknowingly paid hydro for another user.

I find the landlord's blanket denial of any responsibility to be unlikely and unbelievable. I find the landlord made inconsistent and contradictory statements. The landlord was also directed to provide details of the amounts paid to the tenant and did not do so.

As a result of my assessment of the parties' credibility, I prefer the tenant's evidence in all pertinent aspects. Where the parties' evidence conflicts, I prefer the tenant's version of events as reliable and credible.

Standard of Proof

Rule 6.6 of the Residential Tenancy Branch Rules of Procedures state 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.

It is up to the party to establish their claims on a balance of probabilities, that is, that the claims are more likely than not to be true.

In this case, it is up to the landlord to prove their claims.

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.

Four-part Test

When an applicant seeks compensation under the Act, they must prove on a balance of probabilities all four of the following criteria before compensation may be awarded:

1. Has the other party failed to comply with the Act, regulations, or the tenancy agreement?
2. If yes, did the loss or damage result from the non-compliance?
3. Has the claiming party proven the amount or value of their damage or loss?
4. Has the claiming party done whatever is reasonable to minimize the damage or loss?

Failure to prove one of the above points means the claim fails.

Policy Guideline 1 - Landlord and Tenant – Responsibility for Residential Premises states in part as follows:

The Landlord is responsible for ensuring that rental units and property, or manufactured home sites and parks, meet “health, safety and housing standards” established by law, and are reasonably suitable for occupation given the nature and location of the property.

Sections 7, 65 and 67 address compensation as follows:

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

(2) A landlord or tenant who claims compensation for damage or loss that results from the other's non-compliance with this Act, the regulations or their tenancy agreement must do whatever is reasonable to minimize the damage or loss.

Director's orders: breach of Act, regulations or tenancy agreement

65 (1) Without limiting the general authority in section 62 (3) [director's authority respecting dispute resolution proceedings], if the director finds that a landlord or tenant has not complied with the Act, the regulations or a tenancy agreement, the director may make any of the following orders:

- (a)...
- (b) that a tenant must deduct an amount from rent to be expended on maintenance or a repair, or on a service or facility, as ordered by the director;
- (c) that any money paid by a tenant to a landlord must be
 - (i) repaid to the tenant,
 - (ii) deducted from rent, or
 - (iii) treated as a payment of an obligation of the tenant to the landlord other than rent;
- ...

Director's orders: compensation for damage or loss

67 Without limiting the general authority in section 62 (3) [director's authority respecting dispute resolution proceedings], if damage or loss results from a party not complying with this Act, the regulations or a tenancy agreement, the director may determine the amount of, and order that party to pay, compensation to the other party.

Loss of Quiet Enjoyment

Section 22 of the Act deals with the tenant's right to quiet enjoyment. The section states as follows:

22. 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.

The *Residential Tenancy Policy Guideline # 6 - Entitlement to Quiet Enjoyment* provides guidance in determination of claims for loss of quiet enjoyment.

The Guideline states that a landlord is obligated to ensure that the tenant's entitlement to quiet enjoyment is protected and defines a breach of the entitlement to quiet enjoyment as substantial interference with the ordinary and lawful enjoyment of the premises. The Policy Guideline states that this includes situations in which the landlord has directly caused the interference, as well as

situations in which the landlord was aware of an interference or unreasonable disturbance but failed to take reasonable steps to correct these.

The Guideline states in part as follows (emphasis added):

A landlord is obligated to ensure that the tenant's entitlement to quiet enjoyment is protected. A breach of the entitlement to quiet enjoyment means **substantial interference with the ordinary and lawful enjoyment of the premises**.

This includes situations in which the landlord has directly caused the interference, and situations in which the landlord was **aware of an interference or unreasonable disturbance but failed to take reasonable steps to correct these**.

Temporary discomfort or inconvenience does not constitute a basis for a breach of the entitlement to quiet enjoyment. **Frequent and ongoing interference** or unreasonable disturbances may form a basis for a claim of a breach of the entitlement to quiet enjoyment.

In determining whether a breach of quiet enjoyment has occurred, it is necessary to balance the tenant's right to quiet enjoyment with the landlord's right and responsibility to maintain the premises.

...

A breach of the entitlement to quiet enjoyment may form the basis for a claim for compensation for damage or loss under section 67 of the RTA and section 60 of the MHPTA (see Policy Guideline 16).

In determining the amount by which the value of the tenancy has been reduced, the arbitrator will take into consideration the **seriousness of the situation** or the degree to which the tenant has been unable to use or has been deprived of the right to quiet enjoyment of the premises, and the **length of time** over which the situation has existed.

[emphasis added]

I find as follows. I am satisfied, on a balance of probabilities, that the unit was in poor condition and in a poor state of repairs when the tenant moved in, the full extent of the problems were gradually revealed over time, and the tenant made best efforts to carry out

repairs. The deficiencies in the unit had significant detrimental impact on the tenant, the value of the tenancy and their ability to have quiet enjoyment of the property.

I find that the testimony of the tenant, supported by their documentary materials, to be sufficient to demonstrate that over the course of this tenancy they suffered frequent and ongoing interference and unreasonable disturbance due to the numerous defects in the unit.

I accept the evidence that the tenant experienced sewage backups and that the deck came away from the unit while they were sitting on it. I further accept that during the course of the tenancy the nature, duration and level of the disturbance caused by the malfunctions and needed repairs to be unreasonable and disproportionate to the attempt by a family to live there quietly. I find the tenant made repeated efforts to repair the unit with the permission of the landlord and eventually reasonably concluded that it was irreparable and unlivable. I find the unit was not suitable for occupancy during much of the tenancy.

I further accept the evidence of the tenant that constant repairs created a level of disturbance that is unreasonable and beyond what would be expected from any rental. It is unreasonable that the tenant should endure constant disruption as described. I find the tenant's testimony believable that the family became afraid to continue to live in the unit because of the seriousness of the issues.

I accept the evidence of the tenant that the poor condition of the unit throughout the tenancy and the ongoing necessary repair work had a profound detrimental effect on them and their children. I accept that the tenant had to make major adjustments to their lifestyle, spent a great deal of time on repairs and accessing materials and the family were unable to enjoy their home. I further accept that the level and duration of the repairs had a significant negative impact on their ability to occupy the rental unit with quiet enjoyment.

I am satisfied that the tenant has met their evidentiary burden to demonstrate that they have suffered a loss of quiet enjoyment and a loss in the value of the tenancy. Based on the totality of the evidence, I find that this loss was significant in nature and continued for much of the period of this tenancy. While I accept the evidence that the tenant was able to reside in the rental unit for much of the tenancy, I find that this occupancy was fraught and accompanied by fear and anxiety. I find that the conditions of the pandemic with the difficulty of finding alternate accommodations worsened the situation for the tenant.

I find that the tenant has demonstrated that the ongoing need for repairs has caused a constant and significant loss of quiet enjoyment. The tenant provided evidence about the inconvenience to their daily routines, the fear they had for their personal safety and the health of their children, and the impact the deteriorating condition of the unit has caused.

I find the tenant paid rent of a total amount of rent of \$6,400.00. Under the circumstances and considering that the tenant did not pay rent from December 1, 2020, until January 18, 2021, and with the understanding that there were periods when the repairs were not taking place, I find that a monetary award of \$1,600.00, representing a reduction of 25% of the rent paid to be appropriate. I grant the tenant an award in this amount.

Tenant's Claims – Repairs and Labour

I find the tenant has met the burden of proof on a balance of probabilities that the unit needed considerable repairs as detailed by the tenant in credible testimony and evidence. I find the landlord authorized the tenant to purchase materials and carry out repairs. I find the tenant incurred expenses and spent time doing repairs at the behest of the landlord. I find the landlord is responsible for the costs associated with these repairs and materials in keeping with the landlord's obligations to maintain and repair the unit and their promise to the tenant to compensate him for both.

The tenant provided documentary evidence of his expenses for repairs which he stated was drawn from bank statements. However, he did not submit any receipts as he claimed to have provided the original receipts to the landlord at their request, which the landlord denied. Because of the informal nature of the transactions between the parties, I find I am unable to precisely determine how much, if anything, the landlord paid to compensate the tenant.

In reviewing the evidence in the absence of business record keeping, I find the landlord made some payment to the tenant for his expenses. I find this amount was minimal, but I am unable to determine with any certainty how much that was.

I find the tenant worked on the repairs for many hours with the landlord's consent. However, once again, I find I do not have the documentary evidence to exactly determine the number of hours worked and the number of hours, if any, for which he was paid.

I have taken into consideration all the evidence. Under the circumstances I find that a

monetary award as follows is appropriate. Considering all the evidence and my findings, I find the tenant is entitled to 50% of his claim for repairs and labour which I find is \$6,200.00. I grant the tenant an award in this amount.

With respect to the claim for hydro repayment, I find the tenant has established the landlord breached the Agreement and the Act by connecting another user to the tenant's hydro without his consent. The landlord acknowledged this as true.

I accept the tenant's evidence as supported by documents that the total hydro bill paid by the tenant during the tenancy was as claimed (\$2,844.13) and I find that they are entitled to an award in half that amount. I find this amount to be \$1,422.00. I grant the tenant a Monetary Order in the amount of \$1,422.00.

The tenant made claims for reimbursement of moving expenses and rental in the new location. I find the tenant has not established evidence to meet the burden of proof with respect to these claims which I dismiss without leave to reapply.

As the tenant is successful in this application, they are entitled to reimbursement of the filing fee.

Summary

The tenant is entitled to a Monetary Order as follows:

ITEM	AMOUNT
Loss of quiet enjoyment	\$1,600.00
Materials and labour	\$6,200.00
Hydro	\$1,368.77
Reimbursement filing fee	\$100.00
Monetary Order	\$9,268.77

I therefore grant the tenant a Monetary Order of **\$9,268.77**.

Conclusion

I grant the tenant a Monetary Order of **\$9,268.77**. This Monetary Order must be served on the landlord. The Order may be filed and enforced in the Courts of the Province of BC.

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: July 15, 2022

Residential Tenancy Branch