



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, MNSD, FFT; MNDCL, MNSD, FFL

Introduction

This hearing has been adjourned three times: September 5, 2023, December 8, 2023 and December 15, 2023, for a total hearing time of 5.7 hours. The parties resolved some of the claims.

The outstanding claims are as follows.

The landlord claims:

- A monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 67 of the *Act*.
- Authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 72 of the *Act*.
- An order requiring the tenant to reimburse the landlord for the filing fee pursuant to section 72.

The tenant claims:

- A monetary order for unpaid rent and 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 for the landlord to return the security deposit pursuant to section 38.

- An order requiring the landlord to reimburse the tenant for the filing fee pursuant to section 72.

Service

The parties acknowledged receipt of all written submissions and evidence. I find each party served the other as required under the Act.

Settlement Discussions

I explained the hearing and settlement processes, and the potential outcomes and consequences, to both parties many times. Both parties had an opportunity to ask questions, which I answered. I informed them I make my Decision after the hearing and not during the hearing.

Pursuant to section 63 of the Act, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order.

I assisted the parties in efforts to settle the matter. Some matters were settled as reflected in the Interim Decisions after each hearing. The hearing concluded with respect to all outstanding issues between the parties.

Issue(s) to be Decided

Is the landlord entitled to a Monetary Order, authorization to apply the security deposit to the award, and reimbursement of the filing fee?

Is the tenant entitled to a Monetary Order and reimbursement of the filing fee?

Background and Evidence

The matter was originally scheduled for one hour. The parties submitted substantial conflicting evidence in four hearings that lasted 5.7 hours. Each party submitted many documents, photographs and reports including multi-page written submissions and

timelines in spreadsheet format. Not all this evidence is referenced in my decision. I refer only to evidence I find credible, admissible and relevant to my decision.

Overview

This is a cross application by a landlord and tenant. The tenancy is now over. The landlord seeks compensation for costs related to loss of rent, damages to the unit and cleaning.

The tenant claimed compensation for loss of quiet enjoyment, services the landlord failed to provide, and expenses. They seek the return of their deposits.

Each party denied the entitlement of the other to any compensation except for rent for overholding.

Tenancy

The parties agreed this tenancy began on March 1, 2020, with a monthly rent of \$4,032.50, due on the first of the month. The tenant paid a security deposit in the amount of \$1,947.50 and a pet deposit in the same amount (total deposits of \$3,895.00). The rental unit was a house. The tenant moved out on December 8, 2023.

The tenant family consists of two adults and four young children.

The landlord holds the deposits without the authorization of the tenant. The tenant has not provided their forwarding address in writing.

Previous Proceedings

The parties agreed an Order of Possession was issued in a previous decision dated November 25, 2023, effective November 30, 2023. The landlord was awarded a Monetary Order of \$2,132.00 for outstanding rent which remains outstanding. I reference the number of the previous proceeding on the first page.

Condition Inspection Reports

The parties agreed a condition inspection report was signed by them on moving in which indicates the unit was in good condition in all material aspects.

The parties agreed they met for a condition inspection on moving out on December 8, 2023. The landlord completed the report and signed. Many deficiencies are noted.

The tenant did not sign the report, a copy of which was submitted. The tenant does not accept the contents of the report.

Landlord's Claims

The landlord's claims were clarified and confirmed during the hearing. The landlord claimed the following:

	ITEM	AMOUNT
1.	Overholding rent	\$1,060.48
2.	Kitchen cabinets repairs	\$955.50
3.	Repairs	\$2,262.75
4.	Debris removal	\$1,732.50
5.	Carpet cleaning	\$380.00
	TOTAL	\$6,391.23

I address the landlord's claims.

1. *Overholding rent* \$1,060.48

The parties acknowledged the tenant moved out on December 8, 2023, and owes the landlord the amount claimed for rent.

2. *Kitchen cabinets repairs* \$955.50

The landlord stated the kitchen cabinets were in good condition when the tenant moved in as evidenced by the condition inspection report on move-in. They were damaged when the tenant moved out. The landlord submitted photographs of the cabinets showing the damage.

The landlord obtained an estimate for the cost of the repairs and claimed compensation in this amount.

3. *Repairs* \$2,262.75

The landlord claimed this amount in repairs to the unit necessary because of damage caused by the tenant. The primary expense related to repairs to 25 walls and supporting photographs were attached. Painting the unit was not included.

4. *Debris removal* \$1,732.50

The landlord claimed the tenant left items in the unit which were removed by a removal company. The landlord submitted a copy of the receipt which itemized the breakdown of labour, time and expenses. The landlord claimed compensation in this amount.

The landlord acknowledged they agreed to pay for cleaning the unit when the tenant agreed to move out December 8, 2023. The landlord claimed debris removal is not included.

5. *Carpet cleaning* \$380.00

The landlord stated the tenant left the unit in a poor condition requiring the carpets to be cleaned at this expense. The landlord submitted a receipt and claimed compensation in this amount.

As stated above, the landlord acknowledged they agreed to pay for cleaning the unit when the tenant agreed to move out December 8, 2023. The landlord claimed carpet cleaning is not included.

Tenant's Response to Landlord's Claims

1. *Overholding rent* \$1,060.48

As stated, the tenant has agreed to pay this aspect of the claim.

2. *Kitchen cabinets repairs* \$955.50

The tenant denied the kitchen was damaged beyond normal wear and tear. The tenant family, two adults and three children, used the kitchen in a manner that was reasonably expected, and nothing more.

If there were any repairs necessary, the tenant asserted this estimate is exaggerated and unreliable.

3. *Repairs* \$2,262.75

The tenant denied they are responsible for any of the landlord's claim for damages saying they only used the house normally. Any damages are reflective of normal wear and tear.

The tenant said they filled any wall holes before they left. While they did not prime or paint, the inflated invoice reflects unnecessary work which is the landlord's responsibility.

Finally, the tenant said the landlord is seeking to pass expenses onto the tenant which are the landlord's responsibility under the category of normal maintenance.

- | | | |
|----|------------------------|------------|
| 4. | <i>Debris removal</i> | \$1,732.50 |
| 5. | <i>Carpet cleaning</i> | \$380.00 |

The tenant stated these expenses had already been resolved in my Interim Decision of December 8, 2023, which contained the settlement agreement between the parties on some of the issues.

Section 3 of the Interim Decision (page 2) states:

The landlord will assume the expense associates with cleaning the unit after the tenant moves out. The landlord will not claim compensation for cleaning from the tenant.

The tenant asserted that the tenant's cleaning responsibilities as set out in the Act and RTB Policy Guidelines were assumed by the landlord, including these two expenses.

Tenant's Claims

The tenant's claims were clarified by the tenant and confirmed during the hearing. The tenant claimed the following:

	ITEM	AMOUNT
1.	Loss of quiet enjoyment - 40% of rent for 9 months \$4,032.50 x 9 months	\$14,517.00
2.	Loss of garden services (\$580.00 @ month x 36 months)	\$20,880.00
3.	Loss of two sofas	\$2,500.00
4.	Return of deposits	\$3,895.00
	TOTAL	\$41,792.00

I address each claim.

1. *Loss of quiet enjoyment - \$14,517.00*

The tenant described loss of enjoyment from two primary causes: presence of mice and “harassment” by the landlord.

The tenant testified they reported the presence of mice in the unit March 18, 2023, nine months before they moved out. The landlord retained a pest control service which attempted ineffectually to control the rodent population. The mice persisted until the end of the tenancy, seriously upsetting the tenant’s family and making it impossible to continue living peacefully in the unit. The tenant was inconvenienced and disturbed during the efforts at remediation.

The tenant came to suspect in August 2023 that the pest control company was using a banned rodenticide. In substantial documentary evidence and written submissions, the tenant described their efforts to discover the nature of the rodenticide. This included privacy information requests, notifications to the landlord, and complaints to government agencies one of which advised the tenant on October 24, 2023, not to allow the landlord access. The landlord was nonresponsive and noncooperative.

On November 27, 2023 (shortly before moving out December 8, 2023), the tenant learned the rodenticide used was indeed banned.

Throughout, the tenant reported deep concern for the safety of their family following exposure to a banned rodenticide. They stated as follows in their written submissions:

No acknowledgement of concern or apology has been noted by the property management company nor the landlord. We have been met with eye rolls and disregard for the entirety of this situation when not only were we living with mice but a danger to our family in particular our pet and infants.

The tenant testified they were expected to spend “40 hours a week” on pest control. This included moving items, placing items in storage, cleaning, and so on.

The second arm of the tenant's claim for loss of quiet enjoyment relates to the landlord's conduct during the concurrent period of nine months. The landlord attempted to sell the unit in this period beginning April 1, 2023. The tenant complained many times to the landlord about their increasing demands and the lack of attention to the rodent problem. In written submissions, the tenant claimed the landlord made 23 requests of them in 28 days.

For example, in the tenant's letter of April 14, 2023, a copy of which was submitted, the tenant stated:

In the span of a month, the landlord or his agent has requested access, for 10 days and we feel this has dramatically affected our family's right to peace and enjoyment in our home. Additionally, we have been told that we need to clean for each showing to the extent that we feel is beyond the guidelines of the Residential Tenancy Board's expectation of tenants' responsibilities. We have 3 young children 4 & under including an 8-week-old baby all of whom have a right to play, eat and sleep at reasonable hours in the home. That said, we have thus far complied with all requests that have been made with proper notice to aid in the sale of this home.

[...]

We have reached out to the management company, the landlord himself and the landlord's agent on several occasions in an attempt to come to a resolution. Specifically, we have vocalized concerns with regards to improper notice, too many showings, improper display of our personal items and a concern that we are unable to effectively manage the issue with mice. While some of our concerns have been met with empathy, no change of behavior or resolution has been put forward nor has the expectation that both follow through on promises and our right to live with peace and dignity.

[...]

We ask that showings be limited to no more than one showing per week beginning today, with a reasonable timeframe, and all showings be completed by 7:30 pm.

Additionally, if those showings are on a weekend, we need a concrete plan as to how the mouse issue will be addressed and this will include cleaning of the garage and removing and cleaning of the lamps-something we are happy to do on our own and with our own staff but need adequate time to address. This is a multi-day, large project that will be in addition to our current work schedules so we will need to do this over a weekend- possibly several. This cannot wait. We feel allowing a month for other priorities has been more than fair.

In summary, the tenant complained that the landlord, agents and realtors scheduled inspections and viewings which were too frequent, inconvenient and disruptive to the tenant's life. They inadequately considered the effect of their actions on the tenant who had four young children.

The tenant experienced considerable interference from the landlord with incessant demands. The landlord's agents made disparaging and upsetting comments to them about their housekeeping and children which they considered unfair criticism, shaming, and racist. The tenant was unfairly characterized as living in a hoarding manner. The tenant objected to the conduct of the landlord and agents which they described as relentless bullying.

The tenant stated they made the landlord do everything by the book. Nevertheless, the landlord attempted to intimidate the tenant, retaliated against the tenant, unfairly tried to evict them, and made defamatory, false statements.

2.. *Loss of garden services (\$580.00 @ month x 36 months) \$20,880.00*

The tenancy agreement's addendum states as follows:

21) the landlord to provide weekly gardening. The gardener will be accessing the backyard through the side gate for year maintenance on their schedule.

The tenant claimed the landlord did not provide gardening services although the tenant requested they do so several times. As a result, the tenant did the gardening themselves. They obtained quotes on the value of the service upon which they based their claim for \$580.00 monthly. The tenant submitted copies of these quotes.

The tenant stated they spent 10-15 hours a week maintaining the yard. They claimed compensation in the value of their work based on the quotes.

3. *Loss of two sofas* \$2,500.00

The tenant stated the mice in the unit destroyed two sofas of an original cost of \$10,000.00. The sofas were new at the beginning of the tenancy. The tenant did not submit proof of the cost of the sofas.

The tenant submitted pictures of damage to the sofas. The tenant acknowledged the sofas were three years old when discarded. They claimed 25% of the price as compensation.

4. *Return of deposits* \$3,895.00

The tenant claimed the return of their deposits and interest.

Landlord's Response to Tenant's Claims

1. *Loss of quiet enjoyment -* \$14,517.00

The landlord acknowledged there were mice in the unit for the last nine months of the tenancy. However, they do not owe any compensation to the tenant as they acted promptly and consistently throughout.

The landlord stated they did everything possible to deal with the issue. They quickly hired a pest control company which made best efforts to rid the unit of the problem. The landlord was not aware the company was using a banned substance. In any event, the tenant's cluttered and unclean manner of living made remediation challenging and encouraged the rodent population. The tenant consented to the pest control company's methods and chemicals.

The landlord stated the tenant complained about the landlord and the pest control company to such an extent that they were afraid to communicate with the tenant.

The landlord acknowledged there were frequent viewings of the rental unit during the period he was trying to sell. However, the landlord stated that they did everything possible to accommodate the tenant family. They provided proper written notice and communicated regularly with the tenant. The landlord complied with the Act.

The landlord denied the tenant is entitled to any compensation under this heading.

2. *Loss of garden services (\$580.00 @ month x 36 months)* \$20,880.00

The landlord acknowledged there is a clause in the agreement that the landlord will provide monthly garden maintenance. The landlord acknowledged they did not fully carry out the terms of the agreement.

However, the landlord denied the tenant is entitled to any compensation. The yard required considerable work after the tenant moved out indicating a lack of attention during the tenancy. The tenant did not request gardening services.

In any event, the amount claimed by the tenant is unrealistic and too high.

3. *Loss of two sofas* \$2,500.00

The landlord denied the tenant is entitled to any compensation under this heading. There is no evidence of the value of the sofas or the cause of the damage. The claim is exaggerated and unfounded.

Analysis

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 each party 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 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 party proven the amount or value of their damage or loss?
4. Has the party done whatever is reasonable to minimize the damage or loss?

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

The above-noted criteria are based on sections 7 and 67 of the Act. Section 7 requires the non-complying party to compensate the other for resulting damage or loss. The party claiming compensation must do whatever is reasonable to minimize the damage. Section 67 states that I may determine the amount of the damage or loss and order that the other party pay compensation.

Landlord's and Tenant's Obligations

Under the Act, the landlord is responsible for regular repairs and maintenance. These obligations are discussed in *RTB Policy Guideline 1. Landlord & Tenant – Responsibility for Residential Premises*.

Under section 32(2) of the Act, tenants must maintain reasonable health, cleanliness, and sanitary standards in their rental unit. These obligations are discussed in the Policy Guideline.

For example, tenants are generally responsible for the following on moving out:

- reasonable maintenance of carpets;
- removal of garbage from the rental unit;
- replacing light bulbs and standard fuses; and
- routine yard maintenance, such as cutting grass and clearing snow, if the tenant has exclusive use of the yard

The tenant is not responsible for reasonable wear and tear to the rental unit or site. Reasonable wear and tear refers to natural deterioration that occurs due to aging and other natural forces, where the tenant has reasonably used the premises.

The tenant is required to pay for repairs where damages are caused, either deliberately or because of neglect, by the tenant or guests. Tenants are responsible for damage beyond reasonable wear and tear, such as an excessive number of nail holes in a wall.

Landlord's Claims

1. *Overholding rent* \$1,060.48

The parties have agreed the landlord is entitled to this claim. I therefore grant an award to the landlord in this amount.

2. *Kitchen cabinets repairs* \$955.50

The landlord's claims are based on an estimate. The landlord submitted photographs showing some damage which I accept was caused by the tenant and is not normal wear and tear.

While I am unable to determine the landlord's precise claim, I find the tenant is responsible for some damage.

I have referenced *RTB Policy Guideline 16: Compensation for Damage or Loss*. This Guideline states that an award may be made where there has been an infraction of a legal right, and the applicant has not proven the extent of the loss.

In the circumstances, I grant the landlord an award of \$400.00 as nominal damages

3. *Repairs* \$2,262.75

The landlord has submitted a receipt in the amount claimed for damages to the rental unit as well as supporting pictures. The receipt lists the work done. I find the damage exceeds normal wear and tear and the tenant is responsible for the damage.

I find the landlord is entitled to an award in the amount claimed.

4. *Debris removal* \$1,732.50

5. *Carpet cleaning* \$380.00

As stated earlier, the landlord agreed to pay for the cleaning expenses in a previous Interim Decision.

The term “cleaning” is an umbrella term which I find encompasses carpet cleaning. As stated earlier, a tenant is expected to clean the carpets. I therefore dismiss the landlord’s claim under this heading without leave to reapply.

However, I find the landlord is entitled to compensation for removal of abandoned items. I find this is not included in the term ordinary understanding of the definition of “cleaning”. I therefore grant the landlord an award in the amount of \$1,732.50

Summary of award to landlord:

ITEM	AMOUNT
Overholding rent	\$1,060.48
Kitchen cabinets repairs	\$400.00
Repairs	\$2,262.75
Debris removal	\$1,732.50
TOTAL	\$5,455.73

*Tenant's Claims*1. *Loss of quiet enjoyment - \$14,517.00*

Both parties described a deteriorating tenancy relationship in the last year of the tenancy. Each made many allegations of unfair, illegal and reprehensible misconduct by the other. The substantial correspondence indicates increasing ill will between the parties and lack of communication.

Considering all the evidence, I find the tenant has met the burden of proof on a balance of probabilities for a claim for loss of quiet enjoyment from the cumulative effect of a rodent infestation which include the use of a banned rodenticide.

Section 22 of the Act deals with the tenant's right to quiet enjoyment. The section states the tenant is entitled to quiet enjoyment including rights to reasonable privacy, freedom from unreasonable disturbance, 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*], and 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. The Guideline 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 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 further states that 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 and enter the premises.

In determining the amount by which the value of the tenancy has been reduced, the Guideline provides that an 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.

I find the tenant notified the landlord in writing of the presence of the mice as soon as they discovered them, in early March 2023. I find the tenant cooperated with efforts to remedy the situation and did not expect the presence of the mice to continue for nine months.

The parties acknowledged the presence of mice for this period and the use by the pest control company of a banned rodenticide. I find the landlord did not instruct the use of the rodenticide. However, I find the landlord did not act prudently to assure timely removal of the rodenticide from the unit and failed to cooperate with the tenant in a forthright manner to get to the bottom of their valid concerns. The tenant expressed understandable outrage that the pest control company used a banned chemical which remained at the unit for the final months of the tenancy.

I find the presence of mice during this period undermined the tenant's right to quiet enjoyment of the unit. The tenant family had three children and a newborn. I accept their evidence the presence of the mice was a substantial interference with the ordinary and lawful enjoyment of the premises.

The landlord sought to blame the tenant for the presence of the rodents. I do not accept their explanation that the tenant was responsible for the presence of the mice, the tenant

approved the use of a banned chemical, or are in any way the authors of their own misfortune.

Having reviewed the timeline of events, the testimony of the parties, and the correspondence between them, I find the landlord had an obligation to deal with the mice and failed to do so in an effective and timely manner within a reasonable time. I find the landlord was aware of an interference or unreasonable disturbance but failed to take reasonable steps to deal effectively with the issue. I find the landlord did not remedy the breach during the tenancy.

I find the tenant has met the burden of proof on a balance of probabilities for a claim for loss of quiet enjoyment based on the cumulative facts and circumstances as I understand them.

In determining the amount by which the value of the tenancy has been reduced, the Guideline provides that an 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. In view of all circumstances, I award the tenant a reduction of 20% of the rent for the final nine months of the tenancy.

My findings follow with respect to the tenant's claims for loss of quiet enjoyment from the landlord's activities which they described as harassment.

I acknowledged the tenant's complaints about the frequency of the viewings, the circumstances surrounding the landlord's efforts to sell the unit, and the disturbance to the tenant's family life. However, while the tenant claimed the number of viewings by the landlord was excessive and amounted to harassment, I conclude the landlord complied with the Act in providing notice and scheduling viewings. I therefore find the landlord did not breach the Act. Accordingly, I dismiss this aspect of the tenant's claim without leave to reapply.

2. *Loss of garden services (\$580.00 @ month x 36 months) \$20,880.00*

The tenancy agreement contained a provision that the landlord would provide weekly gardening services. I accept the tenant's evidence that the landlord failed to sufficiently do so.

However, I find the tenant has not met the burden of proof that they spent time gardening which should have been provided by the landlord. I also find the tenant failed to adequately enforce their right to gardening services during the tenancy.

I find that the legal principle of estoppel applies to this situation.

Estoppel is a legal doctrine which holds that one party may be prevented from strictly enforcing a legal right to the detriment of the other party. The principle can apply if the first party (in this case, the landlord) has established a pattern of failing to enforce this right, and the second party (the tenant) has relied on this conduct and has acted accordingly.

To return to a strict enforcement of their right, the first party (the landlord) must give the second party notice (in writing) that they are changing their conduct and are not going to strictly enforce the right previously waived or not enforced.

I find that the tenant, by accepting the situation during the 3-year tenancy, cannot now complain about non-provision of the service.

Accordingly, I dismiss the tenant's claim under this heading without leave to reapply.

3. *Loss of two sofas* \$2,500.00

I accept the tenant's evidence that their two sofas were damaged by mice and that the tenant discarded them.

However, I find the tenant has submitted no evidence of the age or purchase price of the sofas. I am unable to determine the amount of the loss suffered by the tenant.

I find this is a situation which calls for nominal damages. I award the tenant \$100.00 for each sofa for a total award of \$200.00.

4. *Return of deposits* \$3,895.00

The tenant is entitled to the return of their deposits in the total amount of \$3,895.00 and interest of \$84.80. I grant the tenant an award in these amounts.

Section 38 of the Act requires the landlord to either return the tenant's security deposit in full or file for dispute resolution for authorization to retain the deposit 15 days after the later of the end of a tenancy or upon receipt of the tenant's forwarding address in writing. The landlord has not received the tenant's forwarding address in writing. The landlord complied with the provisions of the Act regarding condition inspection reports.

Summary: Award to Landlord

	ITEM	AMOUNT
1.	Overholding rent	\$1,060.48
2.	Kitchen cabinets repairs	\$400.00
3.	Repairs	\$2,262.75
4.	Debris removal	\$1,732.50
5.	Carpet cleaning	0
	TOTAL	\$5,455.73

Summary: Award to tenant

	ITEM	AMOUNT
1.	Loss of quiet enjoyment - 20% of rent for 9 months \$4,032.50 x 9 months	\$7,258.50
2.	Loss of garden services (\$580.00 @ month x 36 months)	0
3.	Loss of two sofas	\$200.00

4.	Return of deposits	\$3,895.00
5.	Interest on deposits	\$84.80
	TOTAL	\$11,438.30

Off setting of Awards

ITEM	AMOUNT
Award to tenant	\$11,438.30
Award to landlord	(\$5,455.73)
Monetary Order to Tenant	\$5,982.57

Conclusion

I award the tenant a Monetary Order in the amount of **\$5,982.57**. This Monetary Order must be served on the landlord. The tenant may enforce the Monetary Order 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: January 30, 2024

Residential Tenancy Branch