



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes MNDCT FFT

Introduction

1. Pursuant to section 58 of the Residential Tenancy Act (the Act), I was designated to hear an application regarding the above-noted tenancy. The tenants applied for:
 - a monetary order for compensation for damage or loss under the Act, Residential Tenancy Regulation (Regulation) or tenancy agreement, under section 67; and
 - an authorization to recover the filing fee for this application, under section 72.
2. Tenants MS (the Tenant) and KS and landlord HS (the Landlord) attended the hearing on March 22, 2024. All were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.
3. This decision should be read in conjunction with the interim decisions dated November 15, 2023 (the November decision) and February 28, 2024 (the February decision).

Preliminary Issue

4. On March 22, 2024 tenant KS corrected her last name, as she had a legal name change after the prior hearings. KS's current and prior legal names are recorded on the cover page of this decision.
5. Pursuant to section 64(3)(a) of the Act, I have amended the application to list KS's current legal name.

Issues to be Decided

6. Are the Tenants entitled to:
 1. a monetary order for loss?
 2. an authorization to recover the filing fee?

Background and Evidence

7. While I have turned my mind to the accepted evidence and the testimony of the attending party, not all details of the submission and arguments are reproduced here. The relevant and important aspects of the Tenants' claims and my findings are set out below.
8. I explained rule 7.4 to the attending parties: "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."
9. I also explained that pursuant to Rule of Procedure 6.6: it is the Tenants' obligation to present the evidence to substantiate the application.
10. Both parties agreed the tenancy started on September 14, 2022 and the Tenants returned the keys to the Landlord on September 1, 2023. Monthly rent was \$3,500.00, due on the first day of the month. The security deposit was addressed in prior decision *****233. The parties submitted the tenancy agreement into evidence.
11. The rental unit was a 940 square feet, 2-bedroom, 2-bathroom brand new apartment in NV.
12. The Tenan affirmed the unit was marketed and rented as a luxury unit, with floor-to-ceiling windows, quartz countertops, high-end appliances, a sauna and steam room in the building, located in NV and with a high rent compared to other 2-bedroom units on the market at the time the tenancy started.
13. The Landlord stated it was not a luxury unit and that the unit next door in the same building was rented for a monthly rent \$300.00 higher.

14. The Tenants submitted this application on September 24, 2023. The prior application file *****571, submitted on May 26, 2023 and decided on September 19, 2023, included the claims for rent reduction discussed in this application. However, the claims for rent reduction were severed and dismissed with leave to reapply.
15. The Tenants are seeking \$50.00 per month from September 26, 2022 to August 31, 2023 for loss of quiet enjoyment in the total amount of \$562.50 and a \$50.00 retroactive rent reduction per month from March 22, 2023 to August 31 in the total amount of \$262.50, as the Landlord did not repair the dryer (claims 1 and 2). I will refer to the time period of March 22, 2023 to August 31 as the repair period.
16. The Tenant testified he noticed a loud squeaky noise when he used the dryer on September 26, 2022 and asked the Landlord several times to address this noise. The Tenant said the noise was so loud that he could hear it anywhere in the unit and submitted recordings of the noise.
17. The inspection report dated March 17, 2023, from a certified building inspector hired by the Landlord (hereinafter, the Landlord's report), states: "Dryer is functional and operational. Tested and documented. Sound and vibration are typical."
18. The Landlord affirmed the dryer's noise was normal, however, the dryer was replaced on February 9, 2023.
19. The Tenant stated the new dryer still had the same squeaky noise.
20. The Tenants are seeking a \$30.00 retroactive rent reduction per month for the repair period in the total amount of \$162.50, as the Landlord did not repair the front door deadbolt and latch (claim 3).
21. The Tenant testified the front door deadbolt had mechanical problems, it was hard to lock the door and the Tenant was concerned about the unit's safety, as the deadbolt did not work properly. The Tenant submitted photographs showing the handle was not straight, as it did not retract fully.

22. The Tenants submitted an inspection report conducted by a licensed inspector on March 25, 2023 hired by the Tenants (hereinafter, the Tenants' report). It states: "door handle is loose. To be repaired."
23. The Landlord's report states: "entrance door handle was functional and operational at the time of inspection. The handle does not stop at it's designed location and potentially needs some oiling and minor adjustment."
24. The Landlord said the deadbolt and handle worked properly, there was no breach of the Act and the Tenants did not suffer damage.
25. The Tenants are seeking a \$100.00 retroactive rent reduction per month for the repair period in the total amount of \$525.00, as the Landlord did not repair the glass scratches (claim 4).
26. The Tenant affirmed the patio glass door and windows had scratches visible from 10 feet and this negatively impacted their views. The Tenant submitted photographs showing the scratches. The Tenants' report states:
- Evidence of warping in the glass windows and exterior door, distorting visibility. This is due to the process of buffing out scratches. There are still multiple scratches that still need to be addressed. It is very very [SIC] difficult if not impossible to photograph the scratches and warping.
27. The Landlord stated the windows were in their original condition and that no scratches needed to be repaired.
28. The Tenants are seeking a \$300.00 retroactive rent reduction per month for the repair period in the total amount of \$1,600.00, as the Landlord did not repair the uneven floors (claim 5).
29. The Tenant testified the floor in the kitchen, dining room, hallway and main bedroom were not levelled. The Tenants said the uneven floor disturbed them because their furniture was not straight and also caused problems with the dryer and the stove. The Tenants' report states the kitchen flooring, primary bedroom, bathroom and living room floors were not levelled:

Using a four foot level there is evidence of excessive sloping in the flooring, of approximately 1.27 CM. If a longer level was used the slope may be greater. To

be repaired. Consult a qualified flooring contractor for recommendations and cost. This can be expensive.

30. The Tenant affirmed he did not expect the rental unit to be perfect, but considering the rental unit was a brand new, luxury unit and the amount of rent, he expected the unit to be in better condition, the uneven floor reduced the amount of the tenancy and disturbed the Tenants. The Tenant first requested the Landlord to address the floor on January 3, 2023. The Tenant stated NV's bylaw states the floor should be maintained in good repair and levelled.

31. The Landlord's report states:

Slope noted on hallway and bedroom floor at the time of inspection. Based on inspector's best of knowledge and experience; it is typical in some high-rise buildings. It is a cosmetic issue and not considered as a structural issue. The hallway and bedroom floor were in original condition at the time of inspection. This slope is not considered as a safety issue for occupants. It can be fixed by applying self-leveling underneath of carpets and laminate flooring.

32. The Landlord testified the floor did not need to be repaired, as the slope was only 1.27 cm and this is only a cosmetic issue.

33. The Tenants are seeking a \$20.00 retroactive rent reduction per month for the repair period in the total amount of \$105.00, as the Landlord did not repair the kitchen island (claim 6).

34. The Tenant said the kitchen island was jagged cut and this caused a cosmetic loss. The Tenant submitted two photographs showing the cut jagged island. The Tenant asked the Landlord to repair the island on October 16, 2022.

35. The Landlord affirmed this was only a cosmetic issue.

36. The Tenants are seeking a \$50.00 retroactive rent reduction per month for the repair period in the total amount of \$262.50, as the Landlord did not repair the main bathroom counter (claim 7).

37. The Tenant stated the bathroom counter was detached from the wall, sloping towards the floor and that there was a gap between the counter and the floor. The Tenant requested the repair on January 3, 2023, as this caused a cosmetic

loss. The Tenants' report states: "Evidence of a excessive gap in countertop. To be repaired."

38. The Landlord's report states "Vanity countertop is slopped and a gap is visible between countertop and back splash. It could be considered a cosmetic issue and not structural concern. Previously sealed. The vanity and countertop are in original condition."
39. The Landlord testified the gap was repaired on March 10 or 13, 2023. The Tenant said it was repaired on March 24, but the counter was still detached from the wall and sloping until the end of the tenancy.
40. Landlord affirmed the Tenant did not complain about other issues besides the gap and that this is only a cosmetic issue.
41. The Tenant submitted a request signed by the Landlord for repairs on January 3, 2023. It states: "ensuite bathroom: counter has separated on one end and is sinking towards floor from west to east."
42. The Landlord stated the Tenant was rude to the contractors who worked in the rental unit and used foul language against the contractors. The Landlord testified it was harder for contractors to complete the repairs because of the Tenants' actions.
43. The Landlord read an email from the contractors received on February 22, 2023: "Similar to all other claims in this unit, we will not be sending any trade in to the unit with a tenant present. Please let us know if you can send a representative to attend to this and we will ask the cleaners to go into the unit as soon as possible." On February 14, 2023 another contractor wrote to the Landlord: "We would like to arrange appointments to review and complete any warrantable claims. But, our trades have indicated that they will not return if the resident [Tenant] is in the unit as they have indicates that he has been antagonizing, threatening, and using foul language towards them while they were working."
44. I allowed the Landlord to call witnesses and to provide more testimony about the allegation that the Tenants were rude to the contractors. The Landlord said he did not have further testimony or evidence to provide about this issue.

45. The Tenant said he was not rude to the contractors.
46. The Landlord stated he hired a property management company to represent him, but the realtor refused to work with the Tenants because they are difficult people. The Landlord read an email dated March 23, 2023: "I believe I won't have the time to deal with this unit. The tenant seems to be extremely difficult to deal with. Our only methods of paying rent, they rejected".
47. The Tenant testified he did not agree to pay rent with autopay, as the document the realtor asked him to sign authorized the realtor to automatically charge fines and other payments besides rent.
48. The Landlord said the Tenants emailed him more than 180 times with complaints about the rental unit and gave interviews to the press complaining about the building.
49. The Tenant testified he gave interviews because the press asked him to talk about the falling glass panels and this issue was addressed in a prior RTB application. The Tenant stated that both the Landlord and the developer are upset with him because he gave interviews regarding the unit's and building's problems.
50. The Landlord said it was also hard to conduct the repairs because the Tenant wanted to be in the unit when contractors attended. The Landlord affirmed he did not have a spare key until May 5, 2023.
51. The Tenant stated the Landlord did not ask for a spare key until May 5, 2023 and that a prior RTB decision suggested the Landlord should obtain a spare key.
52. The Tenant testified the Landlord asked to stay in the unit for three weeks in April 2023 to complete repairs, as the Tenants were overseas, and the Tenant did not authorize the Landlord to stay in the unit because he did not feel comfortable with this. The Landlord said he intended to access the suite but not stay in the suite in April 2023.
53. The Tenants are seeking a \$50.00 retroactive rent reduction per month from March 14, 2023 to August 31 in the total amount of \$275.00, as the Landlord did not repair the fan coil (claim 8).

54. The Tenant affirmed he asked the Landlord to repair the fan coil on January 16, 2023, as it was not working properly, and this caused the air quality to be bad in the rental unit. The email sent on January 16 states:

We can do the vacuuming of the duct vent grilles at regular intervals, but there is also biannual professional maintenance required on the fan coils inside (see Jaga attachment). If you could look into this for us before we come up on the six month mark this would be great; if it's anything like the state of the ERV they are probably in dire need of a service.

55. The Tenant submitted a photograph of a dirty air filter in the rental unit during the tenancy and a website from a fan coil contractor stating that: "dust, dirt and other solid airborne particles collect on the surfaces inside the fan coil unit, which decreases efficiency and personal comfort."

56. The Tenant submitted the strata notice about the fan coil maintenance dated September 20, 2023:

To ensure sufficient supply of fresh air into the unit to provide a healthy environment with good air quality, each unit is equipped with a heat recovery ventilation system that runs continuously. This system includes filters to prevent dust and other pollutants from the exterior to enter your unit. The filters and other parts of the ventilation system require regular maintenance by the strata lot owner to ensure proper operation. Failure to properly maintain the ventilation system and filters will result in poor air quality and possible health hazards within your strata lot.

Each strata lot also has a heating/cooling system with filters and coils that require regular maintenance for best performance and to maintain good air quality.

Please refer to the attached manuals and follow the schedule and steps for recommended maintenance.

57. The Landlord stated it was not necessary to repair the fan coil. Later the Landlord testified that the strata inspected the fan coils on April 24 and 25, 2023 and concluded the fan coils were in good condition. The Landlord said the Tenants asked for unnecessary repairs several times.

58. The Tenant affirmed the strata and the Landlord did not inspect the fan coils and this is an obligation of the Landlord, as explained in Policy Guideline 1.

59. The Tenants are seeking a \$150.00 retroactive rent reduction because the Landlord did not repair the patio door between February 20, 2023 and March 13 and compensation for loss of quiet enjoyment for the same issue from December 8, 2022 to March 13, 2023 in the amount of \$500.00 (claims 9 and 10).
60. The Tenant stated the door did not close properly and allowed cold air into the unit. The Tenant first asked the Landlord to address this on December 8, 2022, and submitted new requests for repair on December 16 and 21. The contractor attempted to repair it on January 5, 2023, but the cold air continued to come in. The Tenant requested new repairs on January 9 and February 6, 14 and 23 and the door was finally repaired on March 10. The Tenant testified that between December 8, 2022 and March 10, 2023 there were cold fronts and the outside temperature was -10c.
61. The Landlord said he inspected the unit in January 2023, he did not feel cold in the unit and noticed that the Tenant was wearing pyjamas. The Landlord affirmed it was harder to repair the door because the contractors did not want to go to the unit due to the Tenants' behaviour.
62. The Tenants are seeking a \$17.00 retroactive rent reduction from February 25, 2024 to March 13 (\$30.00 per month on a *pro rata* basis), as the Landlord did not repair the sharpie marks in the living room column during the period claimed (claim 11). The Tenant submitted four photographs showing small marks in the column.
63. The Landlord stated he did not repair sooner the sharpie marks because the contractors did not want to go to the unit due to the Tenant's behaviour.
64. The Tenants are seeking a \$20.00 retroactive rent reduction from February 20, 2024 to March 15 (\$15.00 per month on a *pro rata* basis), as the Landlord did repair the front door scratches during the period claimed (claim 12).
65. The Tenants submitted two photographs showing a large scratch on the front door.
66. The Landlord testified the scratch did not cause losses. The Tenant said it bothered him because it was a large scratch and it reminded him of the unit's problems as soon as he arrived home.

67. The Tenant affirmed the Landlord had egregious conduct during the tenancy, the Landlord could have completed all the repairs sooner and insisted on using contractors from the developer because the unit was under warranty. The Tenant stated the Landlord failed to comply with section 32 of the Act, as he did not provide and maintain the luxury unit located in NV in the expected conditions.
68. The Landlord testified the Tenant submitted several applications for dispute resolution and that he was a good Landlord. The Landlord said that a prior RTB decision concluded he was a good Landlord.
69. The Tenants submitted a monetary order worksheet indicating they are seeking a total monetary compensation of \$4,437.00.

Analysis

70. 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.
71. Section 7 of the Act states that if a party does not comply with the Act, the Regulations or the tenancy agreement, the non-complying party must compensate the other party for damage or loss that results and that the who claims compensation must minimize the losses.
72. Policy Guideline 16 sets out the criteria which are to be applied when determining whether compensation for a breach of the Act or the tenancy agreement is due. It states the applicant has to prove the respondent failed to comply with the Act or the agreement, the applicant suffered a loss resulting from the respondent's non-compliance, and the applicant proves the amount of the loss and reasonably minimized the loss suffered.

Claims 1 and 2: dryer

73. Policy guideline 16 states:

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.

74. Upon listening to the recordings submitted into evidence [para 16] and considering the Landlord's report [para 17], I find the dryer's noise is normal and that the Tenants failed to prove the Landlord breached the Act and that they suffered a loss due to the dryer's noise.

75. I dismiss the Tenants' claims.

Claim 3: front door deadbolt and latch

76. I find the Landlord's report more detailed than the Tenant's report about the deadbolt and latch [paras 22 and 23]. Based on the Landlord's report, I find the deadbolt worked properly and the Tenants could lock their door. Thus, I find the Tenants failed to prove the Landlord breached the Act regarding the deadbolt.

77. Based on the photographs submitted by the Tenants and considering the testimony about this issue [paras 21 and 24], I find that the handle not stopping at its designated location does not cause a loss to the Tenants, as this is a minor cosmetic issue.

78. I dismiss the Tenants' claim.

Claims 4: glass scratches

79. I find the Tenant's testimony contradicted the Tenants' report and the photographs [paras 25 and 26], as the Tenant indicated the glass scratches impacted their view, but the photographs show the scratches are minor and the Tenants' report states it is "very difficult if not impossible to photograph the scratches."

80. I find the Tenants failed to prove the Landlord breached the Act and that they suffered a loss.

81. I dismiss the Tenants' claim.

Claim 5: uneven floor

82. Section 32(1)(b) states that landlords must provide and maintain the rental unit in condition that: "having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant."

83. Based on both reports and the undisputed testimony [paras 28-32], I find the Tenants proved the floor in the unit's kitchen, dining room, hallway and main bedroom were not levelled, and the Tenants first asked the Landlord to repair the floor on January 3, 2023, as it disturbed the Tenants. The Landlord's report indicates the uneven floor should be fixed.

84. I accept the uncontested testimony the rental unit was brand new when the tenancy started and monthly rent was \$3,500.00 in September 2022 [paras 10 and 11].

85. Based on the Tenant's uncontested testimony, I find the rental unit had floor-to-ceiling windows, quartz countertops, high-end appliances and the rental building had a sauna and steam room [para 12]. Based on the Tenant's testimony and considering the amount of rent when the tenancy started, I find the rental unit, located in NV, is a high standard luxury unit. Thus, I find the Landlord failed to maintain the luxury unit in suitable condition and breached section 32(1) of the Act by not repairing the uneven floor.

86. I find the Tenants suffered a loss due to the Landlord's breach of section 32(1) of the Act, as an uneven floor throughout most of the unit is a major disturbance.

87. As explained in policy guideline 16, the party seeking compensation must reasonably try to minimize the loss suffered.

88. I find the Tenants did not minimize their losses from March 22, 2023 to May 25, as they first requested the Landlord to repair the floor on January 3, 2023 and only submitted an application seeking a rent reduction on May 26 [para 14]. The Tenants could have submitted the application earlier. Thus, I deny the Tenants' request for compensation from March 22, 2023 to May 25.

89. Considering all the above, I find it reasonable to award the Tenants compensation in the amount of \$900.00 due to the Landlord's breach of section 32(1) by not repairing the floor from May 26 to August 31, 2023.

Claim 6: kitchen island

90. Based on the testimony and the photographs submitted [paras 33-5], I find the jagged kitchen island is a minor cosmetic issue.

91. I find the Tenants failed to prove the Landlord breached the Act and that they suffered a loss.

92. I dismiss the Tenants' claim.

Claim 7: bathroom counter

93. Based on the Tenant's testimony and both reports [paras 36, 37 and 38], I find the Tenants proved the main bathroom counter was slopped and with an excessive gap between the counter and the walls and the Tenant requested the Landlord to repair this issue on January 3, 2023.

94. I accept the uncontested testimony that the Landlord repaired the gap on March 10 or 14, 2024 [para 39]. Based on the Tenant's more convincing testimony and considering the Tenant's report dated March 25, 2023 [paras 22 and 39], I find the counter continued to have a slope from March until the end of the tenancy. Thus, I find the Landlord failed to maintain the luxury unit in suitable condition and breached section 32(1) of the Act by not repairing the sloped bathroom counter.

95. Based on the request for repair signed by the Landlord on January 3, 2023 [para 41], I find the Landlord was aware the bathroom counter had issues besides the gap.

96. As explained in para 88, I find the Tenants did not minimize their losses until May 25, 2023.

97. I will not address the Landlord's arguments regarding the Tenants' actions.

98. Initially, I note the emails referenced by the Landlord in paras 43 and 46 were not accepted into evidence, as explained in the February decision, because the Landlord failed to serve the documents in accordance with Rule of Procedure 3.7 and the November decision. However, I authorized the Landlord to read the emails and provide testimony about them. I find the Landlord did not suffer prejudice for not having these emails admitted into evidence, as the Landlord was able to read them during the hearing and the Tenant did not dispute the Landlord's testimony about the emails.
99. I asked the Landlord to call witnesses and to provide more details about the allegation that the Tenants were rude to the contractors and the Landlord failed to do so.
100. I find the emails referenced in paras 43 and 46 were vague, as they do not provide examples to explain why the Tenants were "antagonizing, threatening, and using foul language" towards the contractors.
101. Based on the Landlord's vague testimony and the vague emails, and considering the Tenant denied these claims, I find the Landlord failed to prove, on a balance of probabilities, that the Tenants were rude to the contractors.
102. I find the Tenant sufficiently explained why he did not agree to sign an autopay authorization [para 47] and this is not a breach of the Act. Similarly, the Tenant did not breach the Act by giving interviews to the press regarding issues with the rental building [paras 48 and 49]
103. Paras 50-52: the Landlord did not explain why he did not obtain a spare key sooner.
104. Considering all the above, I find it reasonable to award the Tenants compensation in the amount of \$150.00 due to the Landlord's breach of section 32(1) by not repairing the bathroom counter from May 26 to August 31, 2023.

Claim 8: fan coil

105. Policy Guideline 1 states:

The landlord is responsible for inspecting and servicing the furnace in accordance with the manufacturer's specifications, or annually where there are no manufacturer's specifications, and is responsible for replacing furnace filters, cleaning heating ducts and ceiling vents as necessary.

106. Based on the email dated January 16, 2023 [para 54], I find the Tenants asked the Landlord to repair the fan coil.
107. Based on the strata notice dated September 20, 2023 [para 56], I find the Tenants proved the Landlord is responsible for maintaining the ventilation system, including the fan coil, and that if this equipment is not maintained the unit's air quality will not be good. The notice clearly states the strata will not maintain these systems.
108. Based on the Tenant's testimony and the photograph [para 55], I find the unit's air quality was poor, as the filter shown in the photograph is dirty.
109. Based on the above, I find the Tenants proved the Landlord breached section 32(1) of the Act by not maintaining the fan coil and the Tenants had poor air quality due to the Landlord's breach of the Act.
110. As explained in para 88, I find the Tenants did not minimize their losses until May 25, 2023.
111. Considering all the above, I find it reasonable to award the Tenants compensation in the amount of \$150.00 due to the Landlord's breach of section 32(1) by not repairing the fan coil from May 26 to August 31, 2023.

Claims 9 and 10: patio door

112. I accept the undisputed testimony that the Tenants asked the Landlord to repair the patio door on December 8, 2022, the Landlord repaired it on March 10, 2023 and the unrepaired door allowed cold air in the unit.
113. The Landlord did not indicate the day he attended the unit and noticed it was not cold. I find the Tenants proved the rental unit was cold from December 8, 2022 to March 10, 2023, as the patio door did not close properly and outside cold air entered the unit during winter.

114. I find the Landlord breached section 32(1) of the Act by not repairing the patio door sooner and the Tenants suffered a loss by having a cold rental unit between December 8, 2022 and March 13, 2023.
115. The Tenants could have submitted an application for emergency repairs under section 33 of the Act. I find the Tenants failed to mitigate their losses.
116. Policy guideline 16 states:
- “Nominal damages” are a minimal award. Nominal damages may be awarded where there has been no significant loss or no significant loss has been proven, but it has been proven that there has been an infraction of a legal right.
117. Considering the above findings, I find it reasonable to award the Tenants nominal damages in the amount of \$200.00 due to the delay in repairing the patio door during the winter.
118. I awarded compensation for the Tenants’ claims regarding the floor, bathroom counter and fan coil (claims 5, 7 and 8) in an amount smaller than what the Tenants requested because the Tenants only partially minimized their losses. In this claim, the Tenants did not minimize at all their losses and I considered it adequate to award nominal damages, as the Landlord clearly breached the Act and the Tenants suffered a loss.

Claims 11 and 12: column sharpie marks and front door scratches

119. Based on the Tenant’s testimony and the photographs [para 62, 64 and 65], I find the Tenants failed to prove the Landlord breached the Act and the Tenants suffered a loss, as the column marks and the door scratches are, at the most, minor cosmetic issues.
120. I dismiss the Tenants’ claims.
121. Para 68: I am not bound by prior RTB decisions. In this matter, considering the evidence submitted by the parties and their submissions, as explained in this decision, I concluded the Landlord breached the Act several times.

Filing fee and summary

122. I authorize the Tenants to recover the \$100.00 filing fee, as the Tenants were successful in this application.

123. In summary, I award the Tenants:

Expenses	\$
Uneven floor	900.00
Bathroom counter	150.00
Fan coil	150.00
Patio door	200.00
Filing fee	100.00
Total	1,500.00

Conclusion

124. Pursuant to sections 7, 67 and 72 of the Act, I grant the Tenants a monetary order in the amount of \$1,500.00.

125. The Tenants are provided with this Order in the above terms and the Landlord must be served with **this Order** as soon as possible. Should the Landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

126. This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: March 28, 2024

Residential Tenancy Branch