Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Introduction

A hearing was convened on September 10, 2024 in response to cross applications.

The Landlord filed an Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss, for a monetary Order for damage to the rental unit, to keep all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

YZ is named as the Applicant in the Landlord's Application for Dispute Resolution and WC is named as the Respondent. Any monetary Order granted to the Landlord will only name WC.

The Tenant filed an Application for Dispute Resolution, in which the Tenant applied for a monetary Order for money owed or compensation for damage or loss, for the return of the security deposit, compensation for emergency repairs, and to recover the fee for filing this Application for Dispute Resolution.

WC and YN are named as the Applicant in the Tenant's Application for Dispute Resolution and YZ and PR are named as the Respondent. Any monetary Order granted to the Tenant will name all four parties.

The hearing on September 10, 2024 was adjourned for reasons outlined in my interim decision of September 11, 2024. The hearing was reconvened on November 14, 2024 and was concluded on that date.

The participants were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each participant affirmed they would speak the truth, the whole truth, and nothing but the truth during these proceedings. At the reconvened hearing, those parties present at the original hearing were advised that they were giving affirmed evidence.

At the reconvened hearing, KL affirmed they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The participants at the first hearing were advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. Those participants affirmed they would not record any portion of these proceedings.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

YZ stated that the Landlord's Proceeding Package was sent to WC, by registered mail, on July 16, 2024. The Landlord submitted evidence from Canada Post that corroborates a package was sent on July 16, 2024. WC acknowledged receipt of these documents. I therefore find these documents were served in accordance with section 89 of the Act.

WC stated that the Tenant's Proceeding Package was sent to YZ and PR, by registered mail, on August 16, 2024. The Tenant submitted evidence from Canada Post that corroborates a package was sent on August 16, 2024 HL acknowledged receipt of these documents. I therefore find these documents were served in accordance with section 89 of the Act.

HL stated that they are acting as an Agent for both Respondents named in the Tenant's Application for Dispute Resolution. As both Respondents were properly served with the Proceeding Package and are apparently represented at these proceedings, the hearing proceeding in the absence of YZ, who is the Applicant in the Landlord's Application for Dispute Resolution.

Service of Evidence

On July 11, 2024 and August 20, 2024, the Landlord submitted evidence to the Residential Tenancy Branch. HL stated that this evidence was served to the Tenant, by registered mail, on July 16, 2024. The Landlord submitted evidence from Canada Post that corroborates a package was sent on July 16, 2024. YN stated that the Tenant received some evidence submitted by the Landlord on July 11, 2024, although they did not receive a copy of the condition inspection report or the tenancy agreement, which was part of the Landlord's evidence submission.

The parties were advised that whenever the Landlord wished to refer to evidence submitted on July 11, 2024, I would ensure that the Tenant was in receipt of that document prior to discussing it. Evidence the Tenant acknowledged receiving during the hearing on September 10, 2024 was accepted as evidence for these proceedings.

On August 12, 2024, the Tenant submitted evidence to the Residential Tenancy Branch. WC stated this evidence was sent to the Landlord, by registered mail, on August 16, 2024. The Tenant submitted evidence from Canada Post that corroborates a package was sent on August 16, 2024. HL stated that there was no evidence with the hearing documents sent to the Landlord on August 16, 2024.

On August 23, 2024, the Tenant submitted evidence to the Residential Tenancy Branch. WC stated this evidence was sent to the Landlord, by registered mail, on August 23, 2024. The Tenant submitted evidence from Canada Post that corroborates a package was sent on August 23, 2024.

In my interim decision of September 11, 2024, the Tenant was granted authority to re-serve the evidence the Tenant submitted on August 12, 2024 and August 23, 2024. WC stated that this evidence was re-served to the Landlord, by email, on September 16, 2024.

HL acknowledged receiving evidence sent by the Tenant on September 16, 2024, with the exception of a copy of the email dated July 02, 2024, in which the building manager declared that only one parking pass had been provided to the Tenant. The Tenant is identified in the Tenant's evidence as "Email_Conversation_With_Builidng_Manager_On_ Parking_Pass". WC stated that this document was re-served to Landlord on September 16, 2024.

On November 06, 2024, the Tenant submitted screen shots of various documents that were served to the Landlord on September 16, 2024. This included a copy of a document "Email_Conversation_With_Builidng_Manager_On_ Parking_Pass". I find this proof of service supports the Tenant's submission that this document was served to the Landlord and it refutes HL's testimony that it was not received. This document was, therefore, accepted as evidence for these proceedings.

In my interim decision of September 11, 2024, I authorized the Landlord to submit evidence in response to the re-served evidence, and to serve that evidence to the Tenant. On October 26, 2024 the Landlord submitted additional evidence to the Residential Tenancy Branch. HL stated that this evidence was served to the Tenant on October 24, 2024. The Tenant acknowledged receipt of this evidence and it was accepted as evidence for these proceedings.

In my interim decision of September 11, 2024, I authorized the Landlord to re-serve the Tenant with a copy of the tenancy agreement which the Landlord previously submitted to the Residential Tenancy Branch. HL stated that the tenancy agreement was served to the Tenant with other evidence sent on October 24, 2024. WC stated that a copy of the tenancy agreement was not received from the Landlord as evidence for these proceedings.

HL stated that the tenancy agreement served to the Landlord on October 24, 2024 is the same as the tenancy agreement submitted in evidence by the Landlord. As the tenancy agreement was accepted as evidence on the basis of the Tenant's evidence submission, I find I do not need to determine whether the Landlord's copy should also be accepted as evidence for these proceedings.

In my interim decision of September 11, 2024, I authorized the Landlord to re-serve the Tenant with a copy of the condition inspection report which the Landlord previously submitted to the Residential Tenancy Branch. HL stated that the condition inspection report was served to the Tenant with other evidence sent on October 24, 2024. WC stated that a copy of the condition inspection report was not received from the Landlord as evidence for these proceedings.

I find that the Landlord has submitted insufficient evidence to establish that the condition inspection report was served to the Tenant as evidence for these proceedings. In reaching this conclusion I was heavily influenced by the absence of documentary evidence, such as photograph(s) of documents sent, which would corroborate HL's testimony that this specific document was sent. I note that in my interim decision, I directed the Landlord to provide the Residential Tenancy Branch with "photograph(s) which demonstrate what evidence has been sent to the Tenant". As the Landlord failed to meet the burden of proving the condition inspection report was served to the Tenant, it was not accepted as evidence for these proceedings.

Issue(s) to be Decided

Is the Landlord entitled to compensation for damage to the rental unit and for cleaning?
Is the Landlord entitled to compensation for a missing visitor parking pass?
Is the Tenant entitled to compensation for emergency repairs?
Is the Tenant entitled to compensation for being without heat?
Is the Tenant entitled to compensation for the cost of notarizing a witness statement?
Should part of the security deposit or pet damage deposit be returned to the Tenant or retained by the Landlord?
Is either Applicant entitled to compensation for filing an Application for Dispute Resolution?

Background and Evidence

The Landlord and the Tenant agree that:

- the tenancy began on April 01, 2023
- the tenancy ended on June 30, 2024
- the Tenant provided a forwarding address, in writing, on July 02, 2024
- the Tenant agreed to pay monthly rent of $3,100.00 by the first day of each month
- the Tenant paid a security deposit of $1,550.00 on April 01, 2023
- the Tenant paid a pet damage deposit of $3,100.00 on April 01, 2023
- the Tenant paid a key deposit of $200.00 on April 01, 2023
- the Landlord returned $4,350.00 of those three deposits on July 12, 2024
- a condition inspection report was completed at the beginning of the tenancy
- a condition inspection report was completed at the end of the tenancy.

The Landlord is seeking compensation, in the amount of $200.00, for cleaning the rental unit. The Landlord submitted photographs, which the Landlord submits were taken at the end of the tenancy, which show tape residue on a door frame. The claim for cleaning is for removing the residue. The Landlord submits the residue was not present at the start of the tenancy.

The Landlord submitted an invoice to show that the Landlord paid $200.00 for cleaning.

The Tenant acknowledged receiving photographs of the tape residue and an invoice for cleaning.

The Tenant submitted photographs, which the Tenant submits were taken when a friend viewed the unit prior to the start of the tenancy, which shows the tape residue on the door frame. The Tenant submits that the residue was present at the start of the tenancy.

HL acknowledged receiving images of the tape residue submitted by the Tenant.

The Landlord is seeking compensation, in the amount of $100.00, for repairing wall damage in the closet. The Landlord submitted photographs of the damage, which the Landlord submits were taken at the end of the tenancy.

The Landlord submitted an invoice to show that the Landlord paid $100.00 to repair the wall damage.

The Tenant acknowledged receiving photographs of the damage to the closet and an invoice for repairing it. The Tenant submits that the wall was damaged prior to the start of the tenancy.

The Landlord is seeking compensation, in the amount of $100.00, for replacing a missing visitor parking pass. The Landlord submits that the Tenant was provided with one parking pass and one visitor parking pass at the start of the tenancy, but the visitor pass was not returned.

The Tenant submits that a visitor parking pass was not provided to the Tenant at the start of the tenancy. The Tenant submits that one parking pass was provided at the start of the tenancy, which was returned at the end of the tenancy.

At the hearing on September 10, 2024, HL stated that a condition inspection report was completed at the start of the tenancy, on which the Landlord recorded that one parking pass and one visitor pass was provided at the start of the tenancy. Although the Landlord submitted a copy of this condition inspection report, it was not accepted as evidence for these proceedings for reasons that have been previously stated.

At the hearing on September 10, 2024, WC stated that they saw the condition inspection report when it was shown to them at the end of the tenancy, although they have not seen once since.

HL stated that two copies were created on March 31, 2023; that the parties signed both copies; and that the Tenant was provided with one of the copies. WC stated that only

one copy of the condition inspection report was completed and signed on March 31, 2023. WC stated that the Landlord did not provide the Tenant with a copy of the condition inspection report after it was completed on March 31, 2023.

The Tenant submitted an email dated July 02, 2024, in which the building manager declared that only one parking pass had been provided to the Tenant. Although HL does not acknowledge receiving this evidence, it has been accepted as evidence for reasons stated in in the “Service of Evidence” section of this decision.

The Tenant is seeking compensation of $221.30 for emergency repairs. This is a claim for compensation for time the Tenant spent replacing a fallen closet shelf.

The Tenant is claiming compensation for being without heat.

The Landlord and the Tenant agree that the system providing heat to the rental unit stopped working on October 13, 2023 and it was reported to the Landlord by the Tenant on that date.

The Landlord and the Tenant agree that the system providing heat to the unit was not restored until March 18, 2024.

KL stated that the heat system failed in various parts of the building during this period of time and that it was beyond the control of the Landlord. WC stated that the Tenant does not know if the heat system was working in other areas of the building.

KL stated that the Landlord regularly updated the Tenant about the failed heat system; that the Strata Corporation provided space heaters to some of the occupants; and that in an email sent on November 27, 2023, the Landlord told the Tenant they could purchase space heaters if they were not available though the Strata Corporation.

WC stated that they did not receive a space heater from the Strata Corporation; that the Landlord did not tell them to purchase a space heater until December 13, 2023; and that they borrowed space heaters from a friend on December 20, 2023.

The Tenant submits that the Tenant lived without any heat for the period between October 13, 2023 and December 19, 2023. The Tenant submits that the Tenant lived with space heaters, which did not provide adequate heat, for the period between

December 20, 2023 and March 18, 2024. In compensation for this discomfort, the Tenant is seeking compensation of $11,356.33.

The Landlord submits that no compensation is due to the Tenant, as it was not the Landlord's fault and the Landlord offered space heaters.

The Landlord submits that no compensation is due to the Tenant because the Tenant was required to have tenant insurance, which would have compensated the Tenant if the unit was not liveable. WC stated that the Tenant had tenant insurance, but did not make a claim regarding the heat as the Tenant did not think it would be covered.

The Tenant is also seeking compensation of $102.31 for extra hydro used as a result of the space heaters. In support of this claim the Tenant submitted the following hydro bills:
August 19, 2023 to October 19, 2023 - $51.74
October 20, 2023 to December 19, 2023 - $62.42
December 20, 2023 to February 20, 2024 - $126.34
February 21, 2024 to April 19, 2024 - $68.77.

The Tenant has calculated the hydro claim by adding all the charges that exceed the $51.74 bill for the period between August 19, 2023 to October 19, 2023.

KL stated that these costs should not be awarded as it can not be established that all of the increased costs can be attributed to the space heaters.

The Tenant is claiming compensation for the cost of having a witness statement notarized.

Analysis

To be awarded compensation for damage to the rental unit or common areas, the landlord must prove:

- the tenant has failed to comply with the Act, regulation or tenancy agreement
- loss or damage has resulted from this failure to comply
- the amount of or value of the damage or loss
- the landlord acted reasonably to minimize that damage or loss

Is the Landlord entitled to compensation for damage to the rental unit and for cleaning?

Section 32(3) of the Act states that a tenant must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

Section 37(2) of the Act states that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and the tenant must return all keys or other means of accessing the unit/residential property.

Even if I accepted the Landlord's submission that the tape residue left on the door frame was not present at the start of the tenancy, I would conclude that the rental unit was left in reasonably clean condition at the end of the tenancy. I do not find that the residue on the window constitutes an unreasonably unclean unit. As the Tenant is not required to leave the unit more than reasonably clean, I dismiss the Landlord's application to recover the cost of cleaning.

On the basis of the photographs submitted in evidence, I find that the damage to the wall in the closet is minor and that it constitutes normal wear and tear. Even if this damage occurred during the tenancy, I find that the Landlord is not entitled to compensation for this damage, as the Tenant is not required to repair damage that is reasonable wear and tear. I therefore dismiss the Landlord's application for repairing the wall.

Is the Landlord entitled to compensation for a visitor parking pass?

Section 23(5) of the Act requires a landlord to provide a tenant with a copy of a signed condition inspection report. Section 18 of the Residential Tenancy Regulations requires a copy of the signed report to be provided no later than 7 days after the condition inspection is completed.

I find that the Landlord has submitted insufficient evidence to establish that the Landlord provided the Tenant with a copy of the condition inspection report which was completed on March 31, 2023. In reaching this conclusion I was influenced by the absence of evidence that corroborates HL's testimony that a second report was created/signed and provided to the Tenant or that refutes WC's testimony that a copy was not provided.

As there is insufficient evidence to establish that the Tenant was ever served with a physical copy of the condition inspection report that was completed at the start of the tenancy, I will not rely on it to determine whether the Tenant was served with both a visitor and a regular parking pass.

In the absence of the condition inspection report that was completed at the start of the tenancy, I find there is insufficient evidence to support HL's testimony that a visit parking pass was provided at the start of the tenancy. As the Landlord is seeking compensation because this pass was not returned at the end of the tenancy, the Landlord bears the burden of proving the pass was provided. The Landlord has failed to meet this burden.

I find that the email dated July 02, 2024, in which the building manager declared that only one parking pass had been provided to the Tenant, corroborates WC's testimony that only one pass was provided and it refutes the Landlord's submission that two parking passes were provided.

As the Landlord has failed to meet the burden of proving the Tenant was provided with a "visitor" parking pass, I dismiss the Landlord's claim for replacing a missing visitor parking pass.

Is the Tenant entitled to compensation for emergency repairs?

Section 33 of the Act entitles tenants to compensation, in certain circumstances, for emergency repairs made by the Tenant. This section defines "emergency repairs" as repairs that are:
(a)urgent,
(b)necessary for the health or safety of anyone or for the preservation or use of residential property, and
(c)made for the purpose of repairing
(i)major leaks in pipes or the roof,
(ii)damaged or blocked water or sewer pipes or plumbing fixtures,
(iii)the primary heating system,
(iv)damaged or defective locks that give access to a rental unit,
(v)the electrical systems, or
(vi)in prescribed circumstances, a rental unit or residential property.

I find that repairing a fallen shelf does not constitute an emergency repair, as that term is defined by section 33 of the Act. As any repairs the Tenant made to a shelf do not

constitute an emergency repair, I dismiss the Tenant's claim for compensation for emergency repairs.

Is the Tenant entitled to loss of quiet compensation for being without a functioning heat system?

On the basis of the undisputed evidence, I find that the system providing heat to the rental unit failed on October 13, 2023 and was not restored until March 18, 2024, for reasons that were beyond the control of the Landlord.

On the basis of KL's testimony and a copy of an email, dated November 27, 2023, I find that on November 27, 2023, the Landlord told the Tenant they could purchase space heaters, for which they would be reimbursed. I find this refutes the Tenant's submission that they were not told to purchase space heaters until December 13, 2023.

On the basis of WC's testimony and the absence of evidence to the contrary, I find that the Tenant purchased space heaters, which were used to warm the unit between December 20, 2023 and October 18, 2024.

Section 28 of the *Act* states that a tenant is entitled to quiet enjoyment including, but not limited to, 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 the *Act*; use of common areas for reasonable and lawful purposes, free from significant interference.

Residential Tenancy Branch Policy Guideline 16, with which I concur, reads, in part:

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 landlord can be held responsible for the actions of other tenants if it can be established that the landlord was aware of a problem and failed to take reasonable steps to correct it.

……..

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.

A tenant may be entitled to compensation for loss of use of a portion of the property that constitutes loss of quiet enjoyment even if the landlord has made reasonable efforts to minimize disruption to the tenant in making repairs or completing renovations.

I find that living in a rental unit without heat, especially during the winter months, is an unreasonable disturbance, which is a breach of the Tenant's right to quiet enjoyment. Although the Landlord was not in any way responsible for the heat system failing, the Tenant was deprived on the right to live in a warm/comfortable environment for approximately 156 days. Although the Tenant obtained an alternate heat source after approximately 68 days, I find it reasonable to conclude that the heat provided by a space heater is not as efficient or convenient as the system designed to heat the unit.

As the Tenant was deprived of the right to quiet enjoyment for an extended period of time, I find that the Tenant is entitled to compensation even though the landlord made efforts to minimize disruption to the tenant. I find that it would have been more reasonable for the Landlord to offer space heaters to the Tenant before November 27, 2023, as the Tenant had been without heat for over a month by that point. Similarly, I find it would have been reasonable for the Tenant to proactively purchase space heaters to mitigate their discomfort, even if that solution has never been offered by the Landlord.

Granting compensation is circumstances such as these is highly subjective, but it is left for me to determine. After considering all of the aforementioned factors, I find that the Tenant is entitled to compensation for being without a properly functioning heat system for 156 days, in the amount of $2,325.00. This is approximately 15% of the monthly rent due for that period.

In adjudicating this portion of the claim, have placed no weight on the Landlord's submission that tenant insurance would have compensated the Tenant if the unit was not liveable. As the Tenant clearly remained living in the unit while they were without a functional heating system, I find it highly unlikely that the Tenant would have been compensated through their insurance policy. Without some evidence to support this submission being made by the Landlord, I can afford it no weight.

Is the Tenant entitled to compensation for hydro costs related to using space heaters while they were without a function heat system?

On the basis of the undisputed evidence, I find that the Tenant received two hydro bills for the period between August 19, 2023 and December 19, 2023, which totalled $114.16. As these charges were incurred prior to the Tenant using space heaters on December 20, 2023, I find it reasonable to conclude that they represent a baseline for hydro usage in the rental unit prior to the use of space heaters. I find the baseline is the average of those two bills, which is $57.08.

As the Tenant began using space heaters on December 20, 2023 and it is generally understood that using space heaters will increase hydro usage, I find it reasonable to conclude that any hydro charges that exceeded the baseline of $57.08 were the result of using the space heater.

I therefore find that the Tenant is entitled to compensation for hydro costs for the period between December 20, 2023 to February 20, 2024, in the amount of $69.26 ($126.34 - $57.08) I also find that the Tenant is entitled to compensation for hydro costs for the period between February 21, 2024 to April 19, 2024, in the amount of $11.69 ($68.77 - $57.08)

Is the Tenant entitled to compensation for the cost of notarizing a witness statement?

The dispute resolution process allows an Applicant to claim for compensation or loss as the result of a breach of *Act*. With the exception of compensation for filing the Application for Dispute Resolution, the *Act* does not allow an Applicant to claim compensation for costs associated with participating in the dispute resolution process.

As the cost of notarizing a witness statement is a cost associated to participating in the dispute resolution process, I find I do not have authority to award compensation for

those costs. I therefore dismiss the claim for recovering the cost of having a statement notarized.

Is the Landlord entitled to retain all or a portion of the Tenant's security/pet damage?

Section 38 of the Act states that within 15 days of either the tenancy ending or the date that the landlord receives the tenant's forwarding address in writing, whichever is later, a landlord must repay a security/pet damage deposit plus interest to the tenant or make an application for dispute resolution to claim against it. As the forwarding address was provided, in writing, on July 02, 2024, the tenancy ended on June 30, 2024, and the Landlord made their application on July 11, 2024, I find that the Landlord made their application within 15 days of the tenancy ending/the forwarding address being provided.

On the basis of the undisputed evidence, I find that the Landlord collected a security deposit of $1,550.00 on April 01, 2023; a pet damage deposit of $3,100.00 on April 01, 2023; and a key deposit of $200.00 on April 01, 2023.

On the basis of the undisputed evidence, I find that the Landlord returned $4,350.00 of those three deposits on July 12, 2024. Although the specifics of the return were not discussed, I find it reasonable to conclude that the repayment was for the $200.00 key deposit, the $1,550.00 pet damage deposit, and that the remainder was applied to the security deposit, leaving a security deposit of $500.00 being retained by the Landlord.

As the Landlord has failed to establish a right to retain any portion of the remaining $500.00 security deposit, I find that the Landlord must return that portion of the deposit plus interest on the security and pet damage deposits.

As the pet damage deposit of $1,550.00 was collected on April 01, 2023 and was returned on July 12, 2024, I find the Landlord owes interest on that deposit in the amount of $45.21.

As the security deposit of $3,100.00 was collected on April 01, 2023 and $2,600.00 of it was returned on July 12, 2024, I find the Landlord owes interest on that $2,600.00 in the amount of $75.83. As the remaining $500.00 of the security deposit is being ordered returned today, I find the Landlord owes interest on that $500.00 in the amount of $19.33.

In total, I find that Landlord owes interest of $140.37 on the security and pet damage deposit. The Act does not require a landlord to pay interest on a key deposit.

Is either Applicant entitled to compensation for filing an Application for Dispute Resolution?

I find that the Landlord has failed to establish the merit of the Landlord's Application for Dispute Resolution. I therefore dismiss the Landlord's claim to recover the fee for filing the Application for Dispute Resolution.

I find that the Tenant's Application for Dispute Resolution has some merit and that the Tenant is entitled to recover the fee for filing the Application for Dispute Resolution from the Landlord.

Conclusion

The Landlord's Application for Dispute Resolution is dismissed in its entirety, without leave to reapply.

I grant the Tenant a Monetary Order in the amount of $3,146.32 under the following terms:

Monetary Issue	**Granted Amount**
Compensation for being without heat	$2,325.00
Compensation for hydro consumption	$80.95
Security deposit refund plus $140.37 in interest	$640.37
Compensation for the fee for filing the Application for Dispute Resolution	$100.00
Total Amount	$3,146.32

The Tenant is provided with this Order in the above terms and the Landlord(s) must be served with this Monetary Order as soon as possible. Once the Monetary Order is served to the Landlord, the Landlord becomes legally obligated to pay $3,146.32 to the Tenant.

Should the Landlord(s) fail to comply with this Monetary Order after it is served to the Landlord, this Order may be filed and enforced in the Provincial Court of British Columbia (Small Claims Court) if equal to or less than $35,000.00. Monetary Orders that are more than $35,000.00 must be filed and enforced in the Supreme Court of British Columbia.

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.

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: November 14, 2024

Residential Tenancy Branch