



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes           MNDCT, MNSD, FFT  
                                  MNDCL-S, MNDL-S, MNRL-S, FFL

### Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties under the *Residential Tenancy Act* (the “Act”). The matter was set for a conference call.

The Landlord’s Application for Dispute Resolution was made on June 18, 2018. The Landlord applied for a monetary order for losses due to the tenancy, permission to retain the security deposit and to recover her filing fee. The Tenant’s Application for Dispute Resolution was made on June 22, 2018. The Tenant applied for the return of his security deposit, a monetary order for damages and compensation under the *Act* and the return of his filing fee.

Both the Landlord and the Tenant attended the hearing and were each affirmed to be truthful in their testimony. The Landlord and the Tenant were provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Preliminary matter

At the outset of the hearing, it was brought to this Arbitrator’s attention that the Landlord had submitted her evidence six days before the hearing. When asked the Landlord testified that she had been out of the country and was not able to submit her evidence until she returned. The Landlord requested that her evidence, even though late, be allowed into these proceedings.

This Arbitrator questioned the Landlord as to how long she had been away, when she had returned and why her evidence could not have been submitted before she left on her trip. The Landlord testified that she had been gone for about a month, had returned at the end of September 2018 and that her evidence package was not ready to be submitted before she left.

The Tenant testified that he also received the Landlord's evidence package late and that he did not feel he had enough time to review the Landlord's evidence. The Tenant also testified that he had not received the full evidence package from the Landlord.

Section 3.14 of the Residential Tenancy Branch Rules of Procedure states the following:

**3.14 Evidence not submitted at the time of Application for Dispute Resolution**

Documentary and digital evidence that is intended to be relied on at the hearing must be received by the respondent and the Residential Tenancy Branch directly or through a Service BC Office not less than 14 days before the hearing.

I have reviewed the Landlord's application, and I find that the parties had 99 days to prepare and submit evidence in support of and in response to the Landlord's application. I find that this was sufficient time for both parties to prepare their cases. Consequently, I find that it would be procedurally unfair of me allow evidence submitted after the evidence submission cut date of October 4, 2018, into these proceedings. Therefore, I will not consider any evidence submitted into these proceedings, by either party, after October 4, 2018.

Additionally, during the hearing, the Tenant withdrew his claims for \$500.00 in moving fees, \$209.50 in BC Small Claims Court fees, and \$40.00 in Bank Fess.

Also, during the hearing, the Landlord withdrew her claim for \$712.68 in hotel costs and reduced her claim for the loss of rental income to \$6,864.66, for the period between June 1, 2018, to September 25, 2018.

**Issues to be Decided**

- Is the Tenant entitled to a monetary order for compensation?
- Is the Tenant entitled to the return of his security deposit?

- Is the Tenant entitled to recover the filing fee paid for this application?
- Is the Landlord entitled to monetary compensation for damages under the *Act*?
- Is the Landlord entitled to retain the security deposit?
- Is the Landlord entitled to the return of their filing fee for this application?

### Background and Evidence

The parties agreed that the tenancy began on January 15, 2018, as a 12-month fixed term tenancy, ending January 31, 2019. Rent in the amount of \$1,800.00 was to be paid by the first day of each month and the Landlord had been given a \$1,200.00 security deposit (\$1,000.00 rental unit and \$200.00 key's), as well as a \$1000.00 pet damage deposit at the outset of the tenancy. The Landlord provided a copy of the tenancy agreement, a three-page addendum and an additional two-page addendum into documentary evidence.

Both parties agreed that the Tenant paid half a month's rent for January 2018 and the full month of February 2018, before he took possession of the rental unit. Both parties also agreed that on January 27, 2018, there was a flood in the rental unit which displaced the Tenant.

The Tenant testified that he had been displaced from the rental unit from January 27, 2018, to March 7, 2018. The Tenant testified that he and the Landlord had agreed that all of his rent for this period would be refunded to him and that he would be given the equivalent of one-months' rent as compensation for his troubles during this period. The Tenant provided ten pages of an email string between himself and the Landlord into documentary evidence.

Both parties agreed that the Landlord paid to house the Tenant in a hotel between January 27, 2018, to January 30, 2018, and that the Tenant has already received the reimbursement of \$960.00 of his rent. The Tenant testified that he was able to stay with a friend while the renovations were completed on the rental unit and that the Landlord had asked him to write up "fake receipts" for his accommodations at his friend's house, as she wanted to submit them to her insurance as a claim. The Tenant testified that he refused to write up "fake receipts" for the Landlord and that when he refused to do that the Landlord stopped the reimbursement payment of his rent. The Tenant is requesting the reimbursement for the remainder of his rent from January 31, 2018, to March 7, 2018.

The Landlord testified that the tenancy agreement required the Tenant to have renter's insurance, and therefore the Tenant should have to pay the rent whether or not he was able to live in the rental unit as his insurance company should be paying to put him up in other accommodations until the repairs are completed. The Landlord testified that she should only have to pay to cover the Tenant's deductible with his insurance company. The Landlord also testified that she had never agreed to give the Tenant the equivalent of one-months' rent as compensation for his troubles during the period of the flood.

The Tenant also testified that due to Landlord harassment of the restoration staff, he was required to be on site to oversee the restoration process. The Tenant is requesting \$2,800.00 in labour fees for 30 hours for work he completed to assist in the restoration of the rental unit.

The Landlord testified that she had never hired the Tenant to work for her and that the Tenant was not providing her with oversight services for the restoration of the rental property.

The parties agreed that this tenancy ended as a result of the Landlord issuing a 10-Day Notice for Non-Payment, that led to a previous dispute resolution hearing with this office. The decision from that hearing included an Order of Possession and a Monetary Order for the Landlord. The parties agreed that the Tenant moved out of the rental unit on May 31, 2018, in accordance with that decision and the Monetary Order has been paid in full.

The Landlord and the Tenant also agreed that the move-out inspection had been conducted on June 1, 2018, and that the Tenant provided his forwarding address by writing it on the move-out inspection report that same day. Both the Landlord and the Tenant provided a copy of the move out inspection into documentary evidence. The Landlord provided the full report, and the Tenant provided the last page only.

The Landlord testified that the move-out inspection would show that the tenant had damaged the toilet and left the bathroom uncleaned at the end of the tenancy, the Landlord is claiming for \$300.00 in the recovery of her costs to have the toilet repaired and the bathroom cleaned.

The Tenant testified that he did not agree with what the Landlord had written regarding the toilet and bathroom on the move-out inspection and that there was no damage and the rental unit had been returned cleaned. The Tenant also testified that the Landlord had physically assaulted him during the move-out inspection and that the police had

been called. The Tenant provided the police file number, regarding the assault, into documentary evidence.

The Tenant testified he feels the tenancy ended due to breaches in the tenancy agreement by the Landlord and that he was forced to move out of the rental unit due to the Landlord's bad behaviour and actions. The Tenant testified that his new rental unit costs him \$2,200.00 a month, an increase of \$400.00 per month from the unit he had rented from the Landlord. The Tenant is requesting \$3,200.00 in the recovery of his increased rent cost over the last eight months of the term of the tenancy he had with the Landlord.

The Landlord testified that she took steps to re-rent the rental unit as soon as the Tenant moved out but that she was unable to find a suitable new renter until September 25, 2018. The Landlord testified that she had listed the rental unit online and that she had increased the advertised rent amount. The Landlord testified that she felt that the current market in the area, in which the rental unit is located, would allow for the increase in rent. The Landlord is requesting the recovery of \$6,864.66 in lost rental income for the period the rental unit was empty and for \$1,328.12 in property management fees she paid to have the rental unit re-rented.

The Tenant testified that the Landlord had initially listed the rental unit for re-rent with a listed rent of \$2,200.00, from the \$1,800.00 he had rented the unit for. The Tenant testified that he believes that the \$400.00 increase in rent had caused the unit to go unrented for several months and that the Landlord was only able to find a new long-term tenant when she reduced her asking price for the rent.

The Landlord testified that she is also claiming to recover her legal fees from the previous hearing, in the amount of \$560.00 and is requesting \$75.00 as a fee for the late payment of rent she was awarded in the previous hearing, pursuant the tenancy agreement. The Landlord provided a copy of the decision from the previous hearing and the orders into documentary evidence. The previous hearing number and decision date have been recorded on the style of cause page of this decision.

The Tenant testified that the Landlord was only successful in the previous hearing as all his matters had been severed by the previous Arbitrator. The Tenant testified that had the whole matter been considered the Landlord would not have received a monetary order during that hearing.

The Landlord testified that she is also seeking to recover \$42.11 in registered mail costs, for sending the Tenant the Notice of Hearing Documents and the evidence packages for this hearing and the previous hearing. The Landlord provided four receipts for the registered mail she sent for both hearings, into documentary evidence.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

#### **The Tenant's Claim:**

The Tenant has claimed for \$1664.50 rent reimbursement due to being displaced from the rental unit between January 27 to March 7, 2018, due to a water pipe rupture that flooded the rental unit and made the property uninhabitable. I accept the Tenant's testimony that he had been unable to live in the rental unit due to the damage caused by the flood and the restoration work that was taking place in the rental unit.

Awards for compensation due to damage are provided for under sections 7 and 67 of the *Act*. A party that makes an application for monetary compensation against another party has the burden to prove their claim. The Residential Tenancy Policy Guideline #16 Compensation for Damage or Loss provides guidance on how an applicant must prove their claim. The policy guide states the following:

"The purpose of compensation is to put the person who suffered the damage or loss in the same position as if the damage or loss had not occurred. It is up to the party who is claiming compensation to provide evidence to establish that compensation is due. To determine whether compensation is due, the arbitrator may determine whether:

- A party to the tenancy agreement has failed to comply with the Act, regulation or tenancy agreement;
- Loss or damage has resulted from this non-compliance;
- The party who suffered the damage or loss can prove the amount of or value of the damage or loss; and
- The party who suffered the damage or loss has acted reasonably to minimize that damage or loss.

In this case, I find that the Landlord has breached section 32 of the *Act* when she collected the rent but failed to provide a livable rental space to the Tenant. I also find that the Tenant suffered a loss due to the Landlord's breach and that the Tenant has provided sufficient evidence to prove the value of that loss.

Additionally, I accept the agreed upon testimony between the parties that the Landlord paid for the Tenant to stay in a hotel between January 27 to January 30, 2018. I also accept the agreed upon testimony of the parties that the Landlord has already reimbursed the Tenant \$960.00 in rent for the period of January 31 to March 7, 2018, due to being displaced from the rental unit. Therefore, I find that the Tenant has established an entitlement to recover the remainder of the rent for the period of time that he was displaced from the rental unit, between January 31 to March 7. I grant the Tenant a monetary award of \$1,170.41, consisting of \$2,130.41 in the recovery of rent, less the \$960.00 that has already been returned to the Tenant.

Monthly Rent	\$1,800.00
Yearly Rent	\$21,600.00
Per Diem	\$59.18
Days Due (31 Jan – 7 Mar)	36
<b>Rent Refund</b>	\$2,130.41
Already returned by Landlord	-\$960.00
<b>Awarded to Tenant</b>	<b>\$1,170.41</b>

As for the Tenant's request for 1,800.00 in compensation for a resettlement period, and \$2,800.00 in restoration management. I find that the parties, in this case, offered conflicting verbal testimony regarding the existence of an agreement between the parties for the Tenant to be given resettlement cost and to provide restoration management services to the Landlord. In cases where two parties to a dispute provide equally plausible accounts of events or circumstances related to a dispute, the party making a claim has the burden to provide sufficient evidence over and above their testimony to establish their claim.

I have carefully reviewed all of the documentary evidence before me, and I find that the Tenant has not submitted any documentary evidence to support his claim that there was an agreement between him and the Landlord for compensation for a resettlement period, or for restoration management services in these proceedings. I find there is insufficient evidence to support the Tenants claim. Therefore, I dismiss the Tenant's

claim for \$1,800.00 in compensation for a resettlement period, and \$2,800.00 restoration management services.

The Tenant has also claimed for \$3200.00 in compensation for the increase in his rent between this tenancy and his current tenancy. I have reviewed the decision that resulted in the Order of Possession being issued that ended this tenancy. I find that the decision to end the tenancy was not due to a breach of the *Act* committed by the Landlord. Therefore, in the absence of a breach of the *Act* by the Landlord, I decline to award rent offset compensation to the Tenant, and I dismiss the Tenant's claim for \$3,200.00 in a rent offset.

<u>Tenant's Item's</u>	<u>Requested</u>	<u>% awarded</u>	<u>Due</u>
Rent Reimbursement - January 31 - March 7	\$2,130.41	100%	\$2,130.41
Resettlement Period	\$1,800.00	0%	\$0.00
Restoration Management	\$2,800.00	0%	\$0.00
Rent Offset	\$3,200.00	0%	\$0.00
			\$2,130.41
Less the rent rebate already returned to the Tenant			<b>-\$960.00</b>
			<b>\$1,170.41</b>

### **Security Deposit - Both Landlord and Tenant's Claim:**

The Tenant has requested the return of double his security and pet damage deposits, pursuant to section 38 of the *Act*, and the Landlord has requested permission to retain the security deposit in her claim.

I have reviewed the written decision from the previous hearing, and I find that the deposits were not dealt with during those proceedings. I also accept the testimony of both parties that the monetary award issued in the previous proceedings has been paid in full.

I accept the testimony of both parties that the Tenant paid the Landlord a \$1,200.00 security deposit and a \$1,000.00 pet damage deposit (the "deposits") and that the Landlord is currently holding both the deposits for this tenancy agreement.

Section 38(1) of the *Act* gives the landlord 15 days from the later of the day the tenancy ends or the date the landlord receives the tenant's forwarding address in writing to file an Application for Dispute Resolution claiming against the deposit or repay the security deposit to the tenant.



**Return of security deposit and pet damage deposit**

**38 (1)** Except as provided in subsection (3) or (4) (a), within 15 days after the later of

- (a) the date the tenancy ends, and
- (b) the date the landlord receives the tenant's forwarding address in writing,

the landlord must do one of the following:

- (c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;
- (d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

I find that this tenancy ended on May 31, 2018, the date the tenant moved out and that the Tenant provided the Landlord with his forwarding address on June 1, 2018.

Accordingly, the Landlord had until June 16, 2018, to comply with section 38(1) of the *Act* by either repaying the deposit in full to the Tenant or submitting an Application for Dispute resolution to claim against the deposit.

I have reviewed the Landlord's application, and I find that the Landlord submitted her online Application for Dispute resolution to claim against the deposit on June 18, 2018. Consequently, I find that the Landlord breached section 38(1) of the *Act* by not filing a claim against the deposit within the statutory timeline.

Section 38 (6) of the *Act* goes on to state that if the landlord does not comply with the requirement to return or apply to retain the deposit within the 15 days, the landlord must pay the tenant double the security deposit.

**Return of security deposit and pet damage deposit**

**38 (6)** If a landlord does not comply with subsection (1), the landlord

- (a) may not make a claim against the security deposit or any pet damage deposit, and
- (b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable.

Therefore, I find that pursuant to section 38(6) of the *Act* the Tenant has successfully proven that he is entitled to the return of double the deposits. I find for the Tenant, in the

amount of \$4,400.00, granting a monetary order for the return of double the security deposit.

**Landlord's Claim:**

I find that the parties entered into a 12 and a half-month fixed term tenancy, beginning on January 15, 2018, in accordance with the *Act*, and that the fixed term was to end January 31, 2019.

I find that this tenancy ended early pursuant to an order of possession issued to the Landlord due to non-payment of rent by the Tenant. The Landlord is claiming for the loss of rental income due to the tenancy ending early, in the amount of \$6,879.45, and property management costs associated with securing a suitable new renter, in the amount of \$1,328.12.

The Residential Tenancy Guideline #3, Claims for rent and damages for loss of rent provides guidance on this matter.

**3. Claims for Rent and Damages for Loss of Rent**

“This guideline deals with situations where a landlord seeks to hold a tenant liable for loss of rent after the end of a tenancy agreement.

In certain circumstances, a tenant may be liable to compensate a landlord for loss of rent.

Where a tenant has fundamentally breached the tenancy agreement or abandoned the premises, the landlord has two options. These are:

1. Accept the end of the tenancy with the right to sue for unpaid rent to the date of abandonment;
2. Accept the abandonment or end the tenancy, with notice to the tenant of an intention to claim damages for loss of rent for the remainder of the term of the tenancy.

These principles apply to residential tenancies and to cases where the landlord has elected to end a tenancy as a result of fundamental breaches by the tenant of the *Act* or tenancy agreement. Whether or not the breach is fundamental depends on the circumstances but as a general rule non-payment of rent is considered to be a fundamental breach.”

I find that the Tenant committed a fundamental breach of the *Act* by not paying the rent in accordance with the tenancy agreement and that the Tenant's actions caused the tenancy to end. I also accept the Landlord's testimony that she listed the rental unit for re-rent as soon as the Tenant vacated the unit.

However, I also accept that verbal testimony of both parties that the Landlord increased the advertised rent for this rental unit. I find that the Landlord did not act reasonably to minimize her damages or losses due to the Tenants' breach when she decided to list the rental unit for re-rent at a higher rate of rent. I also accept the testimony of the Tenant that this rental unit is located in a high demand market with very low vacancy rates in that city and should have re-rented quickly. I have reviewed the documentary evidence submitted by the Landlord, and I find that I have no documentary evidence or verbal testimony before me to explain why this rental unit took so long to re-rent in that market. I find it unreasonable that it would take the Landlord four months to re-rent a rental unit in the current market in which the rental unit is located.

**Liability for not complying with this Act or a tenancy agreement**

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

I find that the decision of the Landlord to increase the advertised rent for this unit would have delayed its re-rental. I find that the Landlord was in breach of Section 7 of the *Act* when she failed to mitigate her losing in rental income for this tenancy. Therefore, I dismiss Landlord's claim for the recovery of \$6,879.45 lost rental income for the period of June 1, 2018, to September 25, 2018.

Additionally, I have no documentary evidence before me to support the Landlord's claim for property management and re-rental costs. I find that the Landlord has failed to prove that she suffered a loss of \$1,328.12 due to the costs associated with securing a suitable new renter for the rental unit. Therefore, I dismiss the Landlord's claim for the recovery of her cost to re-rent the unit.

The Landlord has also claimed for the recovery of \$300.00 in costs to cleaning and repair the bathroom of the rental unit. I find that the parties, in this case, offered conflicting verbal testimony regarding the need for cleaning and repairs to the bathroom in the rental unit. Again, in cases where two parties to a dispute provide equally plausible accounts of events or circumstances related to a dispute, the party making a

claim has the burden to provide sufficient evidence over and above their testimony to establish their claim

I have reviewed the move-in and move-out inspection submitted into documentary evidence by both parties. I find that the move-out inspection clearly shows that the Landlord had noted damage to the toilet and that the area had not been cleaned properly. I find that the Tenant damaged the toilet in the rental unit during the tenancy and I find that Tenant did not return the rental property to the Landlord cleaned.

Section 32(3) of the Act, a tenant is responsible for repairing all damage to the rental unit cause during their tenancy.

**Landlord and tenant obligations to repair and maintain**

**32 (3)** A tenant of a rental unit 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) for the *Act*, requires that a tenant return the rental unit reasonably clean at the end of the tenancy.

**Leaving the rental unit at the end of a tenancy**

**37 (2)** When a tenant vacates a rental unit, the tenant must

- (a) leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear, and
- (b) give the landlord all the keys or other means of access that are in the possession or control of the tenant and that allow access to and within the residential property.

I find that the Tenant was in breach of sections 32 and 37 of the *Act*, when he returned the rental unit to the Landlord damaged and uncleaned. However, I find that there is no evidence before me that proves the value of the loss the Landlord is claiming. As the Landlord has not proven the value of the loss she is seeking to recover I must dismiss the Landlord's claim for the recovery of \$300.00 in costs associated with cleaning and repairing the bathroom in the rental unit.

The Landlord has also claimed to \$75.00 in late fees, \$25.00 per month for March, April and May 2018. I accept the testimony of both parties that the rent for March, April and May 2018, had been paid late. I have also reviewed the tenancy agreement and find that the addendum to the tenancy agreement includes an agreement to pay a \$25.00

fee for any late payment of rent. Therefore, I find that the Landlord has proven her entitlement to the collection of a late fee, in the amount of \$25.00 per month for the months of March, April and May 2018. I grant a monetary award to the Landlord of \$75.00 in late fees.

As for the Landlord's claim to recover \$560.00 in attorney fees, from a previous hearing the Landlord had with the Tenant. I have reviewed the tenancy agreement and attached addendums for this tenancy, and I find that there is a provision in the agreement for the potential recovery of legal fees. The provision 29 of the addendum to the tenancy agreement states the following:

**"29.** In the event that any action is filed in relation to this Lease, the unsuccessful Party in the action will pay to the successful Party, in addition to all the sums either Party may be called on to pay, a reasonable sum for the successful Party's attorney fees."

I find that the tenancy agreement between these parties does include an agreement for the successful party's attorney fees to be recoverable from the unsuccessful party. Therefore, I must determine who was the successful party to the legal dispute between this Landlord and Tenant.

I have reviewed the applications and decision for the previous hearing, and I find that the previous hearing had been convened due to cross applications made by the Landlord and the Tenant. I noted that the Arbitrator in the previous hearing had severed several matters included in both the Landlord's and the Tenant's application due to a procedural requirement of the Residential Tenancy Branch. I also note that this procedural requirement is in place to ensure that the most pressing issue is addressed in the limited time that is scheduled for each hearing in an Arbitrators daily hearing schedule. I find that had time allowed the previous Arbitrator could have heard all matters included in both the Landlord and the Tenant's applications during that hearing. I have also reviewed the application submitted by both the Landlord and Tenant for this proceeding, and I find that this hearing was applied for by the parties to deal with the severed matter from the previous decision. Therefore, I find that I must look at the combined outcome of both this hearing and the previous hearing between these parties to determine the overall successful party.

I find that between the two hearings, both the Landlord and the Tenant have been partially successful in their claims and that there is no clear party that was more

successful than the other. Therefore, I decline to award the Landlord the recovery of her legal fees, pursuant to provision 29 of the addendum to the tenancy agreement.

Additionally, The Landlord was advised during the hearing that registered mail costs could not be recovered through these proceedings. Therefore, I dismiss the Landlord's claim for the recovery of the costs associated with sending registered mail.

<u>Landlord's Items</u>	<u>Requested</u>	<u>% awarded</u>	<u>Due</u>
Rent - June 1 to September 25, 2018	\$6,879.45	0%	\$0.00
Late Fees	\$75.00	100%	\$75.00
Legal Fees	\$560.00	0%	\$0.00
Advertising fees	\$1,328.12	0%	\$0.00
Damaged Toilet and Cleaning	\$300.00	0%	\$0.00
Registered Mail Costs	\$42.11	0%	\$0.00
			<u>\$75.00</u>

Section 72 of the *Act* gives me the authority to order the repayment of a fee for an application for dispute resolution. I find that the Tenant has been the more successful party to these proceedings, and therefore, I find that the Tenant is entitled to recover the \$100.00 filing fee paid for his application.

I grant the Tenant a monetary Order in the amount of \$5,595.41; consisting of the \$1,170.41 awarded to the Tenant in rent recovery, the return of double the security and pet damage deposits held for this tenancy in the amount of \$4,400.00, and the recovery of the \$100.00 filing fee paid by the Tenant, less the \$75.00 in late fees award granted to the Landlord.

Award to the Tenant	\$1,170.41
<u>Award to the Landlord</u>	<u>\$75.00</u>
Due to the Tenant	\$1,095.41
Return of the doubled deposits	\$4,400.00
Recovery of the Tenant's filing fee	<u>\$100.00</u>
<b>Due to Tenant</b>	<b>\$5,595.41</b>

### Conclusion

I find for the Tenant under sections 38 and 67 of the Act. I grant the Tenant a **Monetary Order** in the amount of **\$5,595.41**. The Tenant is provided with this Order in the above

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

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

Dated: November 5, 2018

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Residential Tenancy Branch