Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction

This hearing dealt with monetary cross applications. Both parties appeared or were represented at the hearing and had the opportunity to make relevant submissions and to respond to the submissions of the other party pursuant to the Rules of Procedure. The hearing was held over three dates, as well as written submission, and two Interim Decisions were issued. The Interim Decisions should be read in conjunction with this decision.

On a procedural matter, I authorized the landlord to make a written submission with respect to the issue of doubling of the security deposit. The tenant had applied for return of the portion of the security deposit that had not been refunded to her but had not specifically applied for doubling of the security deposit; however, section 38(6) of the Act provides that the security deposit must be doubled where the landlord fails to comply with section 38(1) unless the tenant waives entitlement to doubling and Residential Tenancy Branch Policy Guideline 17 provides that the security deposit shall be doubled where circumstances warrant under a tenant's Application for Dispute Resolution or a Landlord's claim against the security deposit. During the hearing, the tenant stated she was not waiving entitlement to doubling of the security deposit. The landlord's legal counsel indicated he had not been prepared to make arguments with respect to doubling of the deposit since it was not identified on the tenant's Application for Dispute Resolution. I noted that the key facts and dates necessary to make a determination as to whether the tenant is entitled to doubling were not in dispute; however, with a view to procedural fairness, I provided the landlord the opportunity to submit arguments in writing after the last hearing date. The landlord's legal counsel requested a deadline of June 26, 2020 to provide me with his written arguments, which I granted. The landlord's legal counsel provided a written submission to me on June 26, 2020 which I have read and considered in making this decision.

It should also be noted that I have been provided a considerable amount of evidence and submissions, both orally and in writing, all of which I have considered; however, with a view to brevity in writing this decision I have only summarized or referenced the most relevant.

Issue(s) to be Decided

1. Is the tenant entitled to return of the unrefunded balance of the security deposit and should the security deposit be doubled?
2. Did the tenant overpay rent during the tenancy and is the tenant entitled to recover the amount claimed as overpaid rent?
3. Is the tenant entitled to recovery of rent she paid for the period of September 20, 2019 through September 30, 2019?
4. Did the landlord establish an entitlement to recover damages or loss associated with the tenant leaving the rental unit damaged and unclean; including: the cost to repair and clean the rental unit, and loss of rent and electricity services for the period of October 1 – 15, 2019?
5. Award of filing fee(s).

Background and Evidence

The parties entered into a written tenancy agreement for a month to month tenancy set to commence on September 1, 2017. The landlord collected a security deposit of $550.00 and the rent was set at $1,100.00 payable on the first day of every month.

The landlord did not prepare move-in or move-out inspection reports.

It was undisputed that in August 2019 the tenant gave the landlord notice of her intention to vacate the unit effective October 1, 2019 via text message. During the hearing, the landlord confirmed that she accepted the tenant's notice received via text message and the tenancy would end as of October 1, 2019.

Below, I have summarized the parties' respective claims against each other and the other party's responses.

Tenant's application

1. Return of security deposit

The tenant provided her forwarding address, in writing, to the landlord and left it in the landlord's mailbox on September 23, 2019. During the hearing, the landlord confirmed receipt of the tenant's forwarding address that was left in the mailbox.

The landlord sent a partial refund of $500.00 to the tenant, by mail, to the tenant's forwarding address by way of a cheque dated October 1, 2019. The tenant received the cheque and deposited it. The tenant proceeded to file her Application for Dispute Resolution in the days that followed.

At no time did the tenant authorize the landlord to withhold any amount from her security deposit and the landlord only refunded $500.00 of the tenant's $550.00 security deposit.

The landlord's direct testimony during the hearing was that she withheld $50.00 from the tenant's security deposit for cleaning. The landlord's lawyer conceded that the landlord owes the tenant the $50.00 shortfall.

In the written submission prepared by the landlord's legal counsel after the hearing, the landlord's lawyer submits that the landlord made an honest mistake in refunding only $500.00 to the tenant and at the time of preparing the refund cheque the landlord thought $500.00 was the entire amount of the security deposit.

The landlord's lawyer pointed out the landlord did not charge the tenant a pet damage deposit even though the tenant had a pet and the landlord's losses far exceed the $50.00 shortfall the landlord mistakenly made in refunding the security deposit to the tenant. Further, the tenant did not request the $50.00 shortfall before proceeding to file an Application for Dispute Resolution and the tenant did not apply for doubling of the security deposit.

2. Overpaid rent

The tenant submitted that after she signed the tenancy agreement the landlord told the tenant she needed to pay $50.00 per month for utilities as they were not included in rent. The tenant felt she had to pay this amount to the landlord since she did not have

anywhere else to go and she did not know her rights. The tenant also stated that there was not a separate hydro meter for the unit so she could not get a hydro account for the unit in her name. The tenant paid the landlord $50.00 per month in addition to her monthly rent payment for duration of her 25 month tenancy. The tenant seeks to recover the $50.00 monthly payments on the basis it amounts to an unlawful rent increase.

The landlord testified that hydro is not included in rent and that she charges tenants $50.00 per month for her to provide them with hydro. The landlord's lawyer argued that the hydro is a service or facility under section 1 of the Act and in accordance with section 7 of the Residential Tenancy Regulations the landlord may charge a fee for a service or facility requested by the tenant and not included in the tenancy agreement.

The tenancy agreement is silent as to whether hydro is included in rent. The tenancy agreement provides space for the parties to indicate whether electricity is the landlord's responsibility or the tenant's responsibility and neither box is ticked. The landlord's lawyer argued the parties made a mutual mistake in failing to indicate hydro was the tenant's responsibility and argued the tenant requested hydro from the landlord implicitly since she obtain the hydro services throughout her tenancy and freely paid the landlord $50.00 every month for the service.

3. Return of rent for the period of September 20 – 30, 2019

The tenant submitted that in giving notice to end the tenancy and paying rent for September 2019 she was entitled to exclusive possession of the rental unit until September 30, 2019; however, when the tenant entered the unit on September 20, 2019 she discovered that the landlord had been entering the rental unit without her permission and had began to make renovations. Also on September 20, 2019, the landlord was hostile toward her on the telephone in demanding that the tenant remove the remainder of her possessions that same day and alleging the tenant had damaged the unit. The tenant proceeded to remove the remainder of her possessions on September 20, 2019.

The tenant followed up the telephone call with a text message sent on September 20, 2019 and got no response from the landlord. On September 30, 2019 the landlord asked the tenant for the keys to the rental unit and the tenant's new address. The tenant communicated to the landlord that the landlord ought to look in her mailbox as the tenant had left her forwarding address and keys in the mailbox on September 23, 2019.

The landlord acknowledged that she entered the rental unit on September 20, 2019 as she was doing a “security check” of the unit as the tenant had said she was moving out in a text message of September 20, 2019. The landlord found the unit largely empty with the exception of a mattress and “junk”. The landlord found the unit damaged but the landlord denied starting the renovations until she regained possession of the unit on September 30, 2019 and the landlord denied forcing the tenant to finish moving out earlier than September 30, 2019. The landlord explained that she thought the tenant was going to leave the junk behind in the unit on September 20, 2019 but then the tenant removed the items on September 20, 2019 on her own free will.

Landlord’s Application

The landlord submits that the landlord provided the rental unit to the tenant in a condition that complies with the landlord’s obligation under section 32(1) and (2) of the Act. While the landlord did not prepare a move-in inspection report, the tenancy agreement includes a signed statement by the tenant that states:

> “I, [name of tenant], agree to rent this apartment as it is, in it’s current condition.”

The landlord submits the tenant damaged the floors in the kitchen and bathroom, which necissitated removal of the sheet vinyl and vinyl tile from these rooms and installation of new flooring.

The landlrod submitted she was uncertain as to the last time flooring was installed in the kitchen or bathroom but estimated it was only a few years ago. The landlord’s lawyer argued the age of the vinyl tiles and sheet vinyl was not relevant and that the relevant matter is that the flooring did not look like it did when the tenancy started.

The landlod was uncertain as to what material was installed on the floor after the tenancy ended except that it looked “perfect” after the repair was completed.

The landlord provided photographs of the flooring as it looked at the end of the tenancy. The lanldord did not provide photogrpahs of the flooring as it looked at the start of the tennacy. Nor, was a move-in inspection report prepared.

Upon review of the landlord’s photographs during the hearing, the landlord confirmed that the vinyl tiles installed in the kitchen and sheet vinyl installed in the bathroom before the tenancy started had been installed over ceramic tiles.

The landlord's lawyer argued that under section 32(3) a tenant is responsible for repairing damage they caused by way of their actions or neglect and the tenant failed to do so. I noted that from the landlord's photogrpahs it appears as though the vinyl tiles in the kitchen were misaligned and I asked the landlord how a tenant may cause that to happen if they were stuck to the floor. The landlord stated she did not know how this could happen and the landlord's lawyer argued it is not appropriate to ask the landlrod to speculate but that the relevant issue is that the flooring did not look like that when the tenancy started.

The landlord also submitted that the tenant damaged the sink. The landlord described the sink as being stained and could not be cleaned at the end of the tenancy. The landlord stated the sink was only a few years old.

The landlord produced an invoice dated October 1, 2019 that indicates the contractor replaced the bathroom flooring and installed a new sink, painted the unit (including materials) and cleaned the unit for a sum of $2,300.00. The landlord submitted that although the invoice indicates painting was done, the contractor did not actually charge the landlord for painting the unit in billing her $2,300.00. The invoice makes no mention of replacing or repairing the kitchen flooring.

In addition to recovering the cost of repairs from the tenant in the amount of $2,300.00, the landlord seeks recovery of loss of rent ($532.20) and hydro services ($25.00) for the period of October 1, 2019 to October 15, 2019 when the subsequent tenancy started since the new tenant could not move in until after the repairs were made.

The tenant testified that the unit and the residential property as a whole were in poor condition at the start of the tenancy. The tenant described the vinyl flooring as having lifted already when the tenancy started and then continued to peel during her two year tenancy. The tenant testified that when she raised the issue to the landlrod's attention the landlrod dismissed the matter and stated the previous tenant was fine with it.

The tenant described the sink as being very old and already stained when her tenancy started.

The tenant denied damaging the rental unit, beyond wear and tear, and argued she is not responsible for pre-existing damage. As such, the tenant is of the poition she is not liable to pay the repair invoice or the loss of rent and electricity to October 15, 2019.

The tenant stated that her friends had commented on the poor condition of the rental unit and some of them wrote letters in support of that. The landlord's lawyer argued the letters purportedly written by the tenant's friends is hearsay evidence that ought to be excluded.

Analysis

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. With the exception of specific provisions for compensation or amounts payable to a tenant in certain circumstances [such as section of the Act], awards for compensation are provided in section 7 and 67 of the Act. Accordingly, an applicant must prove the following:

- That the other party violated the Act, regulations, or tenancy agreement;
- That the violation caused the party making the application to incur damages or loss as a result of the violation;
- The value of the loss; and,
- That the party making the application did whatever was reasonable to minimize the damage or loss.

Upon consideration of everything before me, I provide the following findings and reasons.

Tenant's application

1. Security deposit

Section 38(1) of the Act provides that the landlord has 15 days, from the date the tenancy ends or the tenant provides a forwarding address in writing, whichever date is later, to either refund the security deposit, get the tenant's written consent to retain it, or make an Application for Dispute Resolution to claim against it. Section 38(6) provides that if the landlord violates section 38(1) the landlord must pay the tenant double the security deposit. Section 38(6) is not discretionary and must be paid unless the tenant had extinguished her right to return of the security deposit or the tenant waives entitlement to doubling.

A tenant extinguishes the right to return of the security deposit if the landlord offers the tenant two opportunities to participate in the move-in or move-out inspection, in accordance with the Residential Tenancy Regulations, and the tenant fails to participate

on either occasion. The landlord did not prepare condition inspection reports and the landlord made no submissions that the landlord had given the tenant two opportunities to participate in the move-in or move-out inspection with her and the tenant failed to participate on either occasion. Therefore, I find there is no extinguishment on part of the tenant.

In this case, the tenant vacated the unit on September 20, 2019 and returned the keys to the landlord by placing them in the landlord's mailbox, along with her forwarding address, on September 23, 2019. The landlord found the keys and forwarding address on September 30, 2019 when she made enquiries with the tenant over text message.

The security deposit was $550.00 and the landlord only returned $500.00 to the tenant. The landlord did not have the tenant's written authorization to deduct anything from the security deposit. Accordingly, the landlord was required to either refund the entire security deposit, get the tenant's written consent to make deductions from the deposit, or file an Application for Dispute Resolution to make a claim against the security deposit. I find the landlord's deadline for doing so was October 15, 2019 at the latest since September 30, 2019 was the date the landlord found the forwarding address.

The landlord never did file a claim against the tenant's security deposit but did file a monetary claim against the tenant on January 8, 2020 which is well beyond the 15 day time limit in any event. The landlord never did get the tenant's written consent to make deductions from the tenant's security deposit. The landlord did not refund the full amount of the security deposit at any time. Although the landlord's lawyer submitted that the landlord made an "honest mistake" in refunding only $500.00 as she thought $500.00 was the entire deposit, that submission contradicts the landlord's direct testimony which was that she withheld $50.00 for cleaning the rental unit.

As for waiving entitlement to doubling, the tenant expressly stated during the hearing she was not waiving any entitlement. The landlord's lawyer suggested the tenant waived entitlement in not seeking the balance of the security deposit upon receiving the $500.00 cheque; however, I reject that position as the tenant filed her Application for Dispute Resolution seeking the shortfall only a few days after receiving the partial refund. Further, a tenant is not required to notify the landlord that the landlord failed to return all of the security deposit. Rather, I find it is upon the landlord to keep sufficient records as to the amount of the security deposit and refund that amount unless there is a legal basis for refunding less or withholding the security deposit, as described earlier.

The tenancy agreement reflects a security deposit of $550.00 and the landlord prepared the tenancy agreement so I am of the view the landlord had full knowledge as to the amount of the security deposit and, as the landlord testified, she made the decision to withhold $50.00 on her own volition even though the tenant had not provided authorization for the landlord to do so.

In light of all of the above, I find the landlord violated section 38(1) of the Act in administering the security deposit and section 38(6) provides that the landlord must pay the tenant double the security deposit.

I note that Residential Tenancy Policy Guideline 17 provides an example illustrating the following calculation in these circumstances [page 3, example A]. in keeping with that calculation, I find the tenant entitled to the following award:

Double security deposit ($550.00 x 2)	$1100.00
Less: amount of partial refund	- 500.00
Amount still owing to tenant	$ 600.00

2. Overpaid rent

The tenant characterized the additional $50.00 she paid every month to the landlord as rent in making this claim. However, both the landlord and the tenant testified that the payment was for utilities, specifically electricity (“hydro”).

Electricity is a service or facility that may be the responsibility of the tenant to obtain and pay for or included in rent. Where a service or facility is included in rent, the landlord may not charge the tenant and the tenant is not required to pay for the service or facility unless the landlord terminates the service or facility in a manner that complies with section 27 of the Act. The landlord did not terminate hydro provided to the tenant at any time during the tenancy.

Section 13 of the Act requires that a tenancy agreement specify the services or facilities included in rent.

The tenancy agreement used by the landlord provides space for the parties to indicate whether electricity is the responsibility of the landlord or the tenant and it was left blank by both parties. As such, I accept that this was a mutual mistake that neither party corrected.

The tenant did not offer any evidence to suggest the parties had agreed that electricity would be included in rent when the tenancy formed. As such, I find it reasonable that the tenant expected or ought to have expected to pay for electricity.

The tenant submitted that there was no separate hydro meter for the unit, which I accept is the case, and the tenant could not get her own hydro account. However, the lack of a separate meter is not uncommon and in such cases the tenant often pays the landlord a portion of the hydro bill or a set amount if electricity is not included in rent. In this case, the tenant was paying the landlord a set amount of $50.00 per month for hydro. I do not consider $50.00 per month to be excessive or unconscionable.

Also of consideration, is that a person who makes a monetary claim is obligated to mitigate their losses. I did not hear evidence that the tenant objected to the payment by raising the issue to the landlord during the tenancy and the tenant did not file an Application for Dispute Resolution to dispute the charge.

All of these things considered, I am not satisfied the tenant was overpaying rent, as opposed to paying a reasonable amount for electricity, or that the tenant is entitled to compensation to recover the $50.00 per month she paid the landlord for electricity throughout the entire tenancy. Therefore, I dismiss this portion of her claim against the landlord.

3. Pro-rated rent

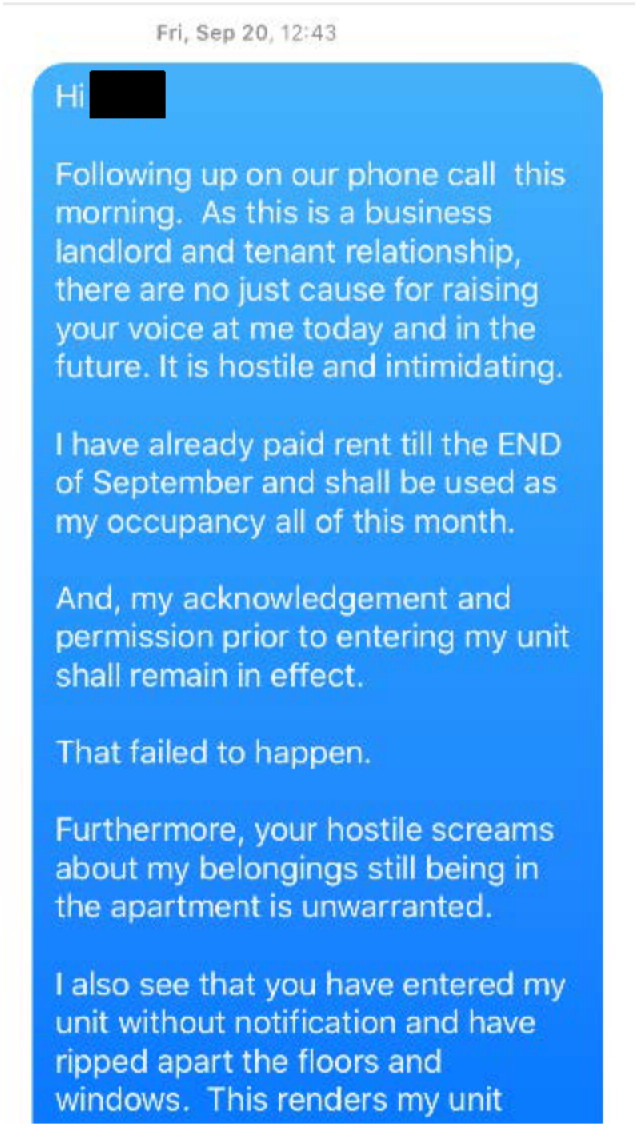
It was undisputed that the tenant had given notice to the landlord that she intended to end the tenancy at the end of September 2019 and the tenant had paid rent for the month of September 2019. The landlord started to arrange showings of the unit, as evidenced by the landlord's text messages September 18, 2019 in stating she was going to enter the unit to show prospective tenants, even though the tenant did not give permission for the landlord to enter, based on the text messages provided to me. Rather, the tenant merely stated she would not be home. Below, I have reproduced the messages:

It appears the tenant did not take issue with the landlord entering the unit without giving express consent on September 18, 2020. However, on September 20, 2019 the landlord, or someone on her behalf, entered the unit again and there was no attempt to get the tenant's permission or consent to do so. On September 20, 2019 the parties sent the following text messages:

During the hearing, the landlord testified that she entered the unit on September 20, 2019 because she had to do a "security check". There is no basis for a security check under the Act based on the messages exchanged on September 20, 2019. Rather, I find the tenant clearly indicated that she would remain in possession of the unit until the end of September 2019 as she would be cleaning. Certainly, the landlord was also pre-mature in assuming the tenant was going to leave her possessions behind when the

tenant had until September 30, 2019 to finish removing her possessions and cleaning the unit.

The tenant testified that when she went to the unit on September 20, 2019, she found that someone had started to rip up the flooring and the parties had a telephone conversation and the landlord was hostile, resulting in the tenant removing the rest of her possessions that same day. The landlord denied starting the flooring renovations until September 30, 2019 or being hostile toward the tenant on September 20, 2019; however, the tenant produced a text message dated September 20, 2019 that is consistent with her testimony. The tenant's text message states:



Message continued below:

[Reproduced as written with name omitted by me for privacy]

The tenant also described the landlord as having ripped up flooring and being hostile in the letter she provided to the landlord on September 23, 2019 with her forwarding address and the keys. In the letter the tenant wrote:

> In addition, your aggressive behaviour towards me, entering my unit without my knowledge or permission and having damaged the floors has forced me to move out 10 days early on September 20th when I have already paid for the full rent for the month of September. Once calculated, these 10 days make up $383 that I also need refunded.

I further note that although the landlord testified that she did not take possession of the unit and commence repairs until September 30, 2019 the landlord produced an invoice for repainting the rental unit, replacing the flooring in the bathroom, and installing a new sink and vanity dated October 1, 2019. I find it very unlikely that all that work was completed in one day and I find the timing of the invoice is more consistent with the repairs commencing earlier than September 30, 2019, on a balance of probabilities.

On a balance on probabilities, I find there is sufficient evidence to satisfy me that the landlord began entering the rental unit unlawfully and commenced repairs in the rental unit before the tenant had given up possession of the rental unit and the landlord did not have the tenant's consent to do so or any other lawful basis for doing so. In entering

the unit unlawfully and starting repairs, I find the landlord breached the tenant's right to privacy and exclusive possession of the rental unit as provided under section 28 of the Act.

A tenant's right to privacy and exclusive possession of the rental unit, subject only to the landlord's restricted right to enter the unit, is provided in sections 28 and 29 of the Act which I have reproduced below [my emphasis underlined]:

Protection of tenant's right to quiet enjoyment

28 A tenant is entitled to quiet enjoyment including, but not limited to, rights to the following:

(a) reasonable privacy;

(b) freedom from unreasonable disturbance;

(c) exclusive possession of the rental unit subject only to the landlord's right to enter the rental unit in accordance with section 29 *[landlord's right to enter rental unit restricted]*;

(d) use of common areas for reasonable and lawful purposes, free from significant interference.

Landlord's right to enter rental unit restricted

29 (1) A landlord must not enter a rental unit that is subject to a tenancy agreement for any purpose unless one of the following applies:

(a) the tenant gives permission at the time of the entry or not more than 30 days before the entry;

(b) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant written notice that includes the following information:

(i) the purpose for entering, which must be reasonable;

(ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant otherwise agrees;

(c) the landlord provides housekeeping or related services under the terms of a written tenancy agreement and the entry is for that purpose and in accordance with those terms;

(d) the landlord has an order of the director authorizing the entry;

(e) the tenant has abandoned the rental unit;

(f) an emergency exists and the entry is necessary to protect life or property.

(2) A landlord may inspect a rental unit monthly in accordance with subsection (1) (b).

[Reproduced as written with my emphasis underlined]

Given the landlord's breach of the tenant's rights and the tenant's loss of quiet enjoyment afforded her under sections 28 and 29 of the Act, I find the tenant entitled to compensation equivalent to the rent she paid for the days of September 20, 2019 to September 30, 2019 in the amount of $383.00. Therefore, the tenant's request for compensation of $383.00 is granted.

4. Filing fee

The tenant's application had merit and I award the tenant recovery of the $100.00 filing fee paid for this application.

Landlord's application

Section 32 of the Act provides that a tenant is required to repair damage caused to the rental unit or residential property by their actions or neglect, or those of persons permitted on the property by the tenant. Section 37 of the Act requires the tenant to leave the rental unit undamaged at the end of the tenancy. However, sections 32 and 37 provide that reasonable wear and tear is not considered damage. Accordingly, a landlord may pursue a tenant for damage caused by the tenant, or a person permitted on the property by the tenant, due to their actions or neglect, but a landlord may not pursue a tenant for reasonable wear and tear or pre-existing damage.

It is important to point out that monetary awards are intended to be restorative. A landlord is expected to repair and maintain a property at reasonable intervals. Where a

building element is so damaged it requires replacement, an award will generally reflect depreciation of the original item.

In this case, it is undisputed that the rental unit, including the flooring and bathroom sink, was in poor condition at the end of the tenancy and the unit required renovations and/or repair; however, the parties were in dispute as to the condition of the rental unit at the start of the tenancy. The tenant submitted the unit was already in poor condition at the start of the tenancy.

As the claimant, the landlord bears the burden to establish the condition of the rental unit at the start of the tenancy since the tenant is not responsible for pre-existing wear and tear or damage. This is one of the primary reasons a landlord is required to schedule and conduct a move-in inspection with the tenant and complete a condition inspection report at the start of the tenancy, as is required under section 23 of the Act. The landlord failed to prepare an inspection report at the start of the tenancy. The statement contained in the tenancy agreement that the tenant accepts the unit "as is" does not describe the condition of the rental unit at the start of the tenancy and it is insufficient to satisfy the inspection report requirements provided under section 23 of the Act or the Residential Tenancy Regulations and it does not otherwise provide sufficient detail to establish the condition of the unit at the start of the tenancy.

Where a landlord fails to prepare an inspection report at the start of the tenancy, the landlord may provide other evidence to demonstrate the condition of the unit at the start of the tenancy. However, in this case, the landlord did not provide photographs of the unit at the start of the tenancy. Nor, did the landlord provide receipts to demonstrate the flooring and sink were nearly new at the start of the tenancy as the landlord stated during the hearing. The tenant, however, provided photographs of the unit at the start of the tenancy and they show a unit that is in not in good repair, including the misaligned floor tiles in the kitchen that also appear in the landlord's photographs taken at the end of the tenancy. All these things considered, I find the landlord's oral testimony to be insufficient to be meet her burden to prove the unit's condition at the start of the tenancy and refute the tenant's position that it was in poor condition, including peeling flooring and an old stained sink in the bathroom.

Also of consideration, is that upon review of the photographs taken by the landlord at the end of the tenancy, and as confirmed with the landlord during the hearing, the sheet vinyl in the bathroom and the vinyl tiles in the kitchen were installed over ceramic tile. This is a very unusual application and I am highly skeptical that ceramic tile is the

appropriate subsurface or that installing vinyl over ceramic tile is an installation technique that would allow for sufficient adhesion beyond a temporary period of time.

As stated previously, a tenant is not responsible for pre-existing damage, wear and tear that occurs during the tenancy or prior to the tenancy. Nor, is the tenant responsible when a product's installation fails due to improper installation techniques. In this case, I find the landlord failed to sufficiently prove the tenant is responsible for damaging the flooring or the sink and I deny the landlord's claim for damage.

In finding the landlord failed to prove the tenant is responsible for damaging the rental unit, the landlord's request to recover the cost of the repair invoice and the loss of rent and electricity is dismissed.

Filing fee

The landlord was unsuccessful in her Application for Dispute Resolution against the tenant and I make no award for recovery of the filing fee.

Monetary Order

In keeping with all of my findings and awards above, I provide the tenant with a Monetary Order to serve and enforce upon the landlord, calculated as follows:

Double security deposit	$ 600.00
Loss of use and quiet enjoyment	383.00
Filing fee	100.00
Monetary Order	$1083.00

Conclusion

The tenant has been awarded compensation totalling $1083.00 and is provided a Monetary Order for this amount.

The landlord's claims against the tenant are dismissed in their entirety, without leave to reapply.

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

Dated: July 08, 2020

Residential Tenancy Branch