



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, MNDCT, RR, LRE, OLC, RP, FFT

### Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for the following claims:

- to cancel a One Month Notice to End Tenancy for Cause dated December 31, 2020 ("One Month Notice");
- for a monetary claim of \$5,500.00 for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement;
- for an Order to reduce the rent by \$500.00 for repairs, services or facilities agreed upon, but not provided;
- to suspend or restrict the Landlord's right to enter;
- for an order directing the Landlord to comply with the Act, regulation or tenancy agreement;
- for an Order for repairs to the unit, site or property, having contacted the Landlord in writing to make repairs, but they have not been completed; and
- to recover the \$100.00 cost of their Application filing fee.

The Tenant appeared at the teleconference hearing and gave affirmed testimony; however, the Landlord did not call into the hearing until 10:02 a.m., or 32 minutes after the hearing started. He said he was calling from Mexico. The Landlord participated in the hearing from that point forward, although, periodically, he said he had difficulty hearing what the Tenant and I were saying; I repeated myself slowly and loudly on multiple occasions when he said he had not heard me. The Landlord did not say why he did not have someone else in Canada attend the hearing on his behalf, although he was asked this question.

The Tenant testified that she served the Landlord with the Notice of Hearing documents by Canada Post registered mail, sent on December 18, 2020. The Tenant provided Canada Post tracking numbers as evidence of service. I find that the Landlord was

deemed served with the Notice of Hearing documents in accordance with the Act, pursuant to these records.

I note there are comments in our records indicating that the Landlord called the RTB from Mexico on March 8, 2020, asking if his daughter could represent him in the hearing. The Landlord was directed to provide the RTB with his written authorization for his daughter to attend the hearing on his behalf. The Landlord's daughter did not call into the hearing, and the Landlord did not direct my attention to a written authorization for her to represent him in the evidence before me. I find that the Landlord's half hour delay in attending the hearing and in his inability to hear properly at all times were avoidable, if he had arranged for someone like his daughter to attend the hearing on his behalf in the months leading up to the hearing.

The Landlord asked for an adjournment, even though he has had the Notice of Hearing package since being served on December 22, 2020, according to the Canada Post tracking information provided by the Tenant. The Landlord said he never received it, although he was vague on how he knew to call in on March 8, 2021, to ask if his daughter could attend the hearing, if he had not been served with the Tenant's hearing documents, as the Tenant and the Canada Post delivery record indicate.

I find that the Landlord had sufficient notice of this hearing and knew that he would be absent from Canada during the hearing. I find that the Tenant has been waiting three months for this hearing and that a further delay from an adjournment would be prejudicial to her in terms of the unnecessary further waiting time. Based on the evidence before me in this matter, I find that the Landlord had sufficient notice of the date, time, and contact numbers of the hearing, and, therefore, I denied his request for an adjournment.

The Landlord also questioned why he was considered the "landlord" for this rental unit, as he said he does not own the property, but his son, C.K. does. However, during the hearing, the Landlord indicated that he was helping his son manage the residential property. In addition, the Landlord's name was on the Tenant's application for the rental unit and on the One Month Notice - the eviction notice - although the Landlord denied knowing why or how his name got on the One Month Notice. When I consider the evidence before me in this regard, I find it more likely than not that A.K. is the Landlord's at the residential property, and that the Tenant properly served him with the Notice of Hearing, Application, and her evidentiary submissions pursuant to the Act.

I explained the hearing process to the Tenant and gave her an opportunity to ask

questions about the hearing process, as the Tenant called in to the hearing on time. During the hearing, the Tenant and the Landlord were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Preliminary and Procedural Matters

The Tenant provided her email address in the Application and she confirmed this address in the hearing. The Landlord said that he does not have email, but he asked that the Decision be mailed to him at the rental unit to the attention of his daughter. The Parties confirmed their understanding that the Decision would be sent to both Parties and any Orders sent to the appropriate Party in this manner.

Early in the hearing, I advised the Tenant that pursuant to Rule 7.4, I would only consider her written or documentary evidence to which she pointed or directed me in the hearing.

Early in the hearing, I advised the Tenant that Rule 2.3 authorizes me to dismiss unrelated disputes contained in a single Application. In this circumstance, the Tenant indicated different matters of dispute on the application, the most urgent of which she said is the application for a monetary order for compensation. As noted in greater detail below, the Landlord denied having signed or served the Tenant with the One Month Notice, and he did not provide any evidence to support the merits of the One Month Notice. As a result, I cancel the One Month Notice; it is null and void and unenforceable.

I found that the Tenant's other claims were not sufficiently related to be determined during this proceeding. I, therefore, advised the Tenant that I would only consider her request for a monetary order for compensation under the Act or tenancy agreement, and the recovery of the filing fee at this proceeding. Therefore, the Tenant's other claims are dismissed, with leave to re-apply.

### Issue(s) to be Decided

- Is the Tenant entitled to a Monetary Order, and if so, in what amount?
- Is the Tenant entitled to Recovery of the \$100.00 Application filing fee?

### Background and Evidence

The Tenant confirmed the details in the tenancy agreement, including that the periodic tenancy began on December 1, 2019, with a monthly rent of \$2,200.00, due on the first day of each month. The Tenant confirmed that she paid the Landlord a security deposit of \$1,100.00, and no pet damage deposit.

The Tenant submitted a monetary order worksheet setting out her monetary claim, as follows:

	Receipt/Estimate From	For	Amount
1	[D.] the Gas Man	Service call	\$100.00
2	Tenant's evidence & testimony	No cooktop for four months	\$400.00
3	Tenant's evidence & testimony	Lost use of fourth bedroom	\$800.00
4	Tenant's evidence & testimony	Lost use of back yard	\$1,400.00
5	Tenant's evidence & testimony	Loss of quiet enjoyment	\$2,800.00
		<b>Total monetary order claim</b>	<b>\$5,500.00</b>

#### **#1 Gas Man Service Call \$100.00**

The Tenant said that in October 2020, there was a strong odour of raw gas by the cooktop, so she called for service to investigate it. The Tenant directed my attention to the invoice, which states:

Inspect for possible gas leak coming from cook top. Strong [odour] of raw gas.  
Disconnect propane tank. Will report safety hazard to Technical Safety BC.

The Tenant said: "There was definitely a gas leak coming from cook top." The invoice came to \$105.00, including GST, and it has a "PAID" stamp on it. The Tenant said:

I gave [the gas man] the Landlord's contact information, so it was out of our hands from there on. They did put in an electric cooktop to replace it, which is still in an unsafe state, because they ordered a used cooktop online, got it sent down here and it's the wrong size. The cut-out space is for a wide cook top, and this one is 30 inches and there's about a foot of extra around the space. It is too big, and we've notified them of this.

It was \$100 plus \$5.00 GST, but I just claimed the \$100.00. I just want someone to be accountable.

The Tenant submitted statements from people she knows. In one of these statements, S.S., said: “ We are also aware that renovations on their kitchen began in May. [The Tenant] went about 3 months without a cooktop after they started those renovations.”

The Tenant also submitted a statement by her spouse, B.L., who said:

Our landlord [A.K.] seemed like a friendly guy when we first moved in. We would drink beers together and have family fires, cook meals for him all the time, he seemed like a good guy, but it appears he has no idea what responsibilities he has as a landlord.

Any issues brought to his attention by me and my family about [another tenant] and the other tenant or issues within the house we are living in have been dismissed and ignored. His response to the issues with the upstairs tenant and [P.] was ‘Jesus I’m not a therapist, I’m just the landlord’. We have been getting harassed, accosted, insulted, by the other tenants here, he should have done something rather than nothing.

. . .

The landlord started a renovation in our place 10+ months ago and is not anywhere near finished. To try and speed things up I had offered to finish flooring and the back splash myself, all he needed to do was finish the cabinet vinyl, trim around window and finish his bar top first and provide us with all the supplies needed.

He has never got around to doing any of these things, even after asking him multiple times. During this renovation he installed a gas stove, illegally, as he did not have a proper gas technician install it or have permits for it, and it ended up leaking propane under our house for months. I brought this to his attention on 4 different occasions and advised that we were having to turn the gas on and off each using because the smell of propane was too bad. The last time I brought up the leak to him he said he would get it fixed right away, then went on a 4-week vacation somewhere. If someone tells you that you have a gas leak that, to me should take priority over anything.

It took me calling a gas man myself to come here and tell us that what we were using was completely illegal and a serious danger to our family and to stop use

immediately. It then took them 38 days of us without a cook top to get them to find an electrician to come install an electric cooktop they had purchased, which is completely the wrong size and is just sitting on the top of a hole in our counter. Because the landlord is out of town to Mexico for who knows how long this is what we're going to be left dealing with till we move.

[emphasis added]

## **#2 No Cooktop for 4 Months → \$400.00**

The Tenant said that this claim is because:

...it took them this long to replace it. When they initially started our renovation in May, we poured concrete counters, and it took him months to get the gas cooktop installed. And then after it was installed and deemed unsafe, it took them another month - 40 days - to get another one. It was at that point we requested \$100.00 off our rent and the service call reimbursement. The retaliation letter was that they wanted to up our rent.

I note that the amount claimed is five percent of the total monthly rent.

In his statement, B.L. said:

The total time of not having a cook top in this house is around 4 months now because of the extended renovation he has doing here. We had sent him a letter requesting a slight reduction on rent for the month of December. Upon putting in a request for a discount on rent because of this situation, they followed up with a return letter threatening us that they would start an eviction process if we did not meet their demand of paying them 600 dollars for having [the Tenant's] father present on this property visiting frequently over the past 3 weeks which they claim to have been the last 4 months. There is no reason we cannot have him visit here, he is our kid's grandpa and has every right to visit.

## **#3 Loss of Use of Fourth Bedroom → \$800.00**

The Tenant described this bedroom, as follows:

The fourth bedroom, which they are claiming it's not a bedroom at all. They converted a garage into this room. It has a built-in bunk bed and fire place – it's a lovely room. My 13-year-old daughter stays there. This was a major selling point

for us for taking this place. But they have a tenant above the space, [C.], and she is extremely disruptive. She's vacuuming, banging on the floors - she's a night owl. This is stuff we tried to rectify with the Landlord. They were attempting to evict her. See videos of them fighting. But nothing came of it. They didn't evict her because they thought they couldn't.

My daughter couldn't use that room any more, because of the noise. Now I have a 13, 10, and 4-year-old sharing one room, because she can't live under that tenant.

At Christmas time, she got a lot of cool stuff like LED lights... it was still a pain for January, but they moved [C.] out of that unit. She's not up there anymore, so the last month has been okay for use of that bedroom since January [2021].

September was a really big incident with [C.], so for September, October, November, and December, we didn't use it. After the New Year, we decorated it and got her back in there.

The Tenant submitted a written statement that includes the following:

[The Landlord] claims that his house is only 3 bedrooms and that the area that I am wanting compensation for losing is not a bedroom, but a garage. [The Landlord] and [his daughter, P.] were aware of my needs when renting this house, and rented it to me knowing one of my children would be occupying the fourth room. [The Landlord] went as far as to add an additional wall mounted fireplace in there to accommodate us. The room features a built-in bunkbed, [P.] herself occupied that room when she lived in this house as a teen. [P.] also shared this house with a tenant before I rented it, that tenant specifically rented the space in question.

The Tenant submitted photographs of the fourth bedroom, which shows a fireplace, a bunkbed, faux wood linoleum flooring, coloured paint on the walls with complementary trim, and blinds on the window.

When asked how she came to the amount claimed, the Tenant said:

We considered how much usable space there is. If you count, there are 11 usable spaces, including the front and back yards. We pay \$2,200.00 a month,

so each space is worth about \$200.00. That's on my description of compensation, as well.

The Landlord said:

Re upstairs, I told [the Tenant], that is a garage out there. If you want to use it for storage, but there is a lady who works nights. She got in a fight. I said I'm tired of the whole thing, but I have to take care of it for my son. So, we gave them a free month and a Two Month Notice, and when I come back, myself and my daughter are to move in there.

The underlined phrase in the last statement is added for emphasis. It illustrates that the Landlord is, indeed, acting as a property manager for his son, and therefore, is a landlord in his own right. The definition of "landlord" in the Act includes: "the owner's agent or another person who, on behalf of the landlord. . .".

#### **#4 Loss of Use of Back Yard → \$1,400.00**

The Tenant said:

In July, I had an incident with [P. (the Landlord's daughter)]. I caught her stealing . . . . The loss use of the backyard comes from quite the incident with [P.] near the end of July. It made it extremely uncomfortable to use a shared space. There's a beautiful pool in the backyard. We used it when others weren't around. Same as August – a few times. But after September – when we had the other incident with [C.] – there was a police presence. The police had spoken with [the Landlord] and us at the same time. They said [the Landlord] just wants everybody out. After learning that from the police, we honestly shut ourselves into our house. All blinds have remained closed. We're not going into the backyard; there's no contact with [P.] or [C.] due to this harassment.

In September I cleared all our belongings out from the back – our yard debris. We have not used the space since.

In her written submissions, the Tenant said that they were denied access to the back yard, because of the harassment, for seven months. As noted above, the Tenant calculated that each "usable space" is worth approximately \$200.00 per month, based on the amount of rent paid. As a result, she claims \$1,400.00 for this loss of use of the back yard.



The Landlord said:

[the Tenant] has caused so much trouble with the lady upstairs; she fights with her, with my daughter, even with me. Access to the backyard? They've been the only ones in the backyard; I was cleaning it myself. And the renter upstairs they called her a drug – that she sells drugs - and that she's a hooker, and she came to me crying away 'I don't sell drugs, I don't do this'.

**#5    Loss of Quiet Enjoyment → \$2,800.00**

The Tenant said:

I have stated that I'm requesting a \$200.00 deduction for each month that my Landlord failed to provide quiet enjoyment or safe living environment. It was one problem after another for different tenants. My entire family... stressed for a year now. We realize \$2,200.00 is reasonable for a four-bedroom house, but for a three bedroom - with these conditions – we're affected by drug use, aggression, personal attacks, police presence, break ins, thefts. It changed who were are as people this year from our environment. It's not worth the \$2,200.00 a month we've been paying. Compensation of \$200.00 for the extra months of the tenancy that we enjoyed the loss of quiet enjoyment and Landlord neglect. It's for about 14 months, including up until March of this year, so I requested \$2,800.00 for the loss.

The Tenant said she uploaded statements from individuals:

...who will attest that [the Landlord] had left us with no cook top or an unsafe cook top. There are several videos – [C.] video 1, 2, 3, etc. in my last package. A lot of surveillance that we've had from [C.]. . . . Our attempts to have the Landlord rectify the situation, from June of last year.

Surveillance gives proof of the harassment, and the statements from other individuals. [B.], [S.S.], that she was in my home several times during these incidents.

The Landlord said:

I only got a little of what she said. This fellow says my daughter was in her house, but on that day, she was on a plane coming to visit me. In November,

there was people living in my studio. There were five people living in my house, and I'm paying the hydro. That's how this thing got started.

Right now, I feel it's very unfair, I can't defend, but we have a lot of evidence. But I had not idea it was going to go this far.

Please consider the situation we're in with Covid, and being down here, and not being able to deal with this stuff. We have a lot of evidence to present, too. I'm on a pension; I'm making \$14,000.00 a year. I have screwed it up probably.

### Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on a balance of probabilities, I find the following.

#### **#1 Gas Man Service Call \$100.00**

Landlords' and tenants' rights and obligations for repairs are set out in sections 32 and 37 of the Act. Section 32 states:

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

**32** (1) A landlord must provide and maintain residential property in a state of decoration and repair that

(a) complies with the health, safety and housing standards required by law, and

(b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

...

Section 65 (1) (b) states:

**65** (1) Without limiting the general authority in section 62 (3) [*director's authority respecting dispute resolution proceedings*], if the director finds that a landlord or tenant has not complied with the Act, the regulations or a tenancy agreement, the director may make any of the following orders:

...

(b) that a tenant must deduct an amount from rent to be expended on

maintenance or a repair, or on a service or facility, as ordered by the director;

Based on the undisputed evidence before me, I find that the Tenant is entitled to compensation from the Landlord for the service call done for the cooktop. I, therefore, award the Tenant with **\$100.00** from the Landlord pursuant to section 67 of the Act.

## **#2 No Cooktop for 4 Months → \$400.00**

In section 1 of the Act, the definition of “service or facility” includes “appliances and furnishings”. I find that a “cooktop” is such an appliance. I find that the Landlord would agree with this conclusion, given that he continued to try to provide a cooktop, despite the gas leak and improper size of the replacement cooktop.

Section 27 of the Act sets out a landlord’s obligations regarding the termination and restriction of services or facilities. It requires that a landlord must not terminate or restrict a service or facility, if it is essential to the tenant’s use of the rental unit as living accommodation, or if providing the service or facility is a material term of the tenancy agreement.

Subsection 27 (2) states that a landlord may terminate or restrict a service or facility if the landlord:

- (a) gives 30 days' written notice, in the approved form, of the termination or restriction, and
- (b) reduces the rent in an amount that is equivalent to the reduction in the value of the tenancy agreement resulting from the termination or restriction of the service or facility.

I find that the ability to prepare food is a core element of a residence, which further supports the conclusion that the cooktop is a “service or facility” included in the Act. I find that the Landlord did not give the Tenant any notice of the termination of this service, nor did he reduce the rent in an amount equivalent to the reduction in the value of the tenancy from the loss of this service. As such, I find that the Tenant’s claim for a reduction of \$100.00 for each of the four months that the cooktop was not usable - from a gas leak and/or improper installation - is reasonable in the circumstances. I note that the amount the Tenant claimed for this matter is only 4.5% of the monthly rent. I find the Tenant is eligible for compensation for the failure of the Landlord to provide this service

or facility to the Tenant for four months. I award the Tenant with **\$400.00** from the Landlord for this claim, pursuant to section 67 of the Act.

### **#3 Loss of Use of Fourth Bedroom → \$800.00**

I find that this claim comes under the heading, “loss of quiet enjoyment” of the residential premises. As such, while it belongs in the fifth claim below, I will address the loss of quiet enjoyment for this situation here, and comment further about it in section five.

Section 28 of the Act sets out a tenant’s right to quiet enjoyment of the rental unit, and states that tenants are entitled to “reasonable privacy, freedom from unreasonable disturbance, exclusive possession of the rental unit, subject only the landlord’s right to enter the rental unit in accordance with section 29, and use of the common areas for reasonable and lawful purposes, free from significant interference.”

Policy Guideline #6 (“PG #6”) states:

A landlord is obligated to ensure that the tenant’s entitlement to quiet enjoyment is protected. A breach of the entitlement to quiet enjoyment means substantial interference with the ordinary and lawful enjoyment of the premises. This includes situations in which the landlord has directly caused the interference, and situations in which the landlord was aware of an interference or unreasonable disturbance, but failed to take reasonable steps to correct these.

Temporary discomfort or inconvenience does not constitute a basis for a breach of the entitlement to quiet enjoyment. Frequent and ongoing interference or unreasonable disturbances may form a basis for a claim of a breach of the entitlement to quiet enjoyment.

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.

### **Compensation for Damage or Loss**

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 . . . (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.

[emphasis added]

Given the evidence before me, including photographs and a description of the fourth bedroom, I find that it is, in fact, a bedroom for this tenancy. However, the evidence before me is that the Tenant's daughter was unable to use the fourth bedroom, because of the noise of [C.], the tenant in the suite above this bedroom.

I find from the evidence before me, including [B.L.'s] statement, that the Landlord was aware of the problem. Until [C.] was moved to a different unit by January 2021, I find that the Landlord did nothing to assist the Tenants in their quiet enjoyment of the fourth bedroom. [B.L.] said that the Landlord's reaction to their request for help was: "Jesus I'm not a therapist, I'm just the landlord".

Based on the evidence before me overall, I find that the Landlord appears to be unaware of his obligations as a landlord under the Act. I find that this claim is an example of that failure on the Landlord's part. I find that the Landlord knew that [C.] was making it impossible for the Tenant's daughter to live in the fourth bedroom. I find that the Tenant's daughter moved out of the bedroom in August or early September 2020, and that she did not move back until [C.]

As a result, I find that the Tenant is eligible for compensation for a loss of quiet enjoyment of the fourth bedroom for four months. I find that the Tenant's calculation of what each usable space in the rental unit is worth is reasonable in the circumstances. I, therefore, award the Tenant with \$200.00 a month for the months of September through December 2020 for a total of **\$800.00**, pursuant to section 67 of the Act.

**#4 Loss of Use of Back Yard → \$1,400.00**

While this claim could also be considered under the claim of loss of service or facility, I find it more appropriately falls under the heading: “Loss of Quiet Enjoyment” of the rental unit. The evidence before me is that the Tenants had access to the facilities in the backyard, as they had used these early in the tenancy. However, due to conflicts between the Tenants and other tenants in the residential property, the Tenants felt that they were not able to use this space any more. The Tenant said that they wanted to avoid the conflict - and what they called harassment - from the Landlord’s daughter, P., and the other tenant, C.

The Landlord said that the Tenant participated in fights with other tenants and the Landlord, himself. However, he also insisted that the fourth room was no more than a garage for storage. This is despite there having been a built-in bunk bed and a fire place in this space. I find this and other internally inconsistent evidence from the Landlord reduces the credibility and reliability of his evidence. As such, I find I prefer the Tenant’s version of events in this matter.

The Tenant mentioned that there was a pool in the backyard that they were unable or unwilling to use after August 2020, because of the harassment they say they received when using the backyard. I find that this would be an appealing feature of the backyard in the warmer months. However, I find that it is more likely than not that the backyard would become a less attractive space to use in the colder months. Therefore, I reduce the amount claimed from \$200.00 per month to \$100.00 per month for the months of October 2020 through March 2021. As such, I award the Tenant with \$200.00 for September 2020 and \$100.00 for each of October through March 2021, for a total of **\$800.00** for this claim, pursuant to section 67 of the Act.

**#5 Loss of Quiet Enjoyment → \$2,800.00**

As I have noted above, the Tenant’s other claims were for loss of quiet enjoyment of the residential property, which I have analyzed and explained the compensation awarded under this heading. I find that to award more for this heading would amount to the equivalent of aggravated damages, which are rarely awarded, and which must specifically be asked for in the Application. The Tenant did not specifically request an order for aggravated damages.

As the Tenant has not requested or provided evidence for why I should award aggravated damages, and because I cannot award compensation under the same

heading twice, I find the Tenant has not provided sufficient evidence to support this claim. I, therefore, dismiss this claim without leave to reapply.

### Summary

The Tenant is successful in her Application in the amount of \$2,100.00, pursuant to section 67 of the Act.

	Receipt/Estimate From	For	Amount
1	[D.] the Gas Man	Service call	\$100.00
2	Tenant's evidence & testimony	No cooktop for four months	\$400.00
3	Tenant's evidence & testimony	Lost use of fourth bedroom	\$800.00
4	Tenant's evidence & testimony	Lost use of back yard	\$800.00
5	Tenant's evidence & testimony	Loss of quiet enjoyment	\$0.00
		<b>Total monetary order claim</b>	<b>\$2,100.00</b>

Given her predominantly successful Application, the Tenant is also awarded recovery of the \$100.00 Application filing fee pursuant to section 72 of the Act. Accordingly, I grant the Tenant a Monetary Order of **\$2,200.00** from the Landlord in this matter.

As noted above, the One Month Notice is cancelled, and the Tenant's other claims are dismissed with leave to reapply.

### Conclusion

The Tenant is successful in her claim for compensation from the Landlord in the amount of \$2,100.00. The Tenant was unsuccessful in some of her claim, due to insufficient evidence to support the rest of her claims. The Tenant is also awarded the \$100.00 Application filing fee from the Landlord, pursuant to section 72 of the Act.

I grant the Tenant a Monetary Order from the Landlord for **\$2,200.00**. This Order must be served on the Landlord by the Tenant and may be filed in the Provincial Court (Small Claims) and enforced as an Order of that Court.

This Decision is final and binding on the Parties, unless otherwise provided under the Act, and 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: March 16, 2021

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Residential Tenancy Branch