



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction

This hearing was convened as a result of the Tenants' Application for Dispute Resolution. The participatory hearing was held on April 9, 2021. The Tenants applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the "Act").

The Tenants attended the hearing. However, the Landlord did not. The Tenants provided affirmed testimony. The Tenants stated that they gave the Landlord a copy of the Notice of Hearing documents, along with a USB stick containing digital copies of all their evidence, in person on January 12, 2021. I find the Tenants sufficiently served the Landlord with the physical copy of the Notice of Hearing on January 12, 2021, when they gave it to him in person.

With respect to the digital files included with this package, on a USB stick, I turn to the following Rule of Procedure:

3.10.5 Confirmation of access to digital evidence

The format of digital evidence must be accessible to all parties. For evidence submitted through the Online Application for Dispute Resolution, the system will only upload evidence in accepted formats or within the file size limit in accordance with Rule 3.0.2.

Before the hearing, a party providing digital evidence to the other party must confirm that the other party has playback equipment or is otherwise able to gain access to the evidence.

Before the hearing, a party providing digital evidence to the Residential Tenancy Branch directly or through a Service BC Office must confirm that the Residential Tenancy Branch has playback equipment or is otherwise able to gain access to the evidence. If a party or the Residential Tenancy Branch is unable to access the digital evidence, the arbitrator may determine that the digital evidence will not be considered.

If a party asks another party about their ability to gain access to a particular format, device or platform, the other party must reply as soon as possible, and in any event so that all parties have seven days (or two days for an expedited hearing under Rule 10), with full access to the evidence and the party submitting and serving digital evidence can meet the requirements for filing and service established in Rules 3.1, 3.2, 3.14 and 3.15.

Regardless of how evidence is accessed during a hearing, the party providing digital evidence must provide each respondent with a copy of the evidence on a memory stick, compact disk or DVD for its permanent files.

During the hearing, I asked the Tenants if they asked the Landlord or confirmed with him that he was able to gain access to the digital files on the USB stick. However, the Tenants stated that they never asked him, nor did they take any steps to confirm he was able to access the digital evidence. Given the Tenants took no steps to ensure the Landlord was able to gain access to their digital evidence, I find the Tenants failed to serve their digital evidence in accordance with the Rules of Procedure. The Tenants should have taken steps to ensure and confirm their digital evidence was accessible. I find the Tenants' digital evidence is not admissible, as it was not properly served in accordance with the Rules of Procedure (3.10.5).

The Tenants stated they delivered hard copies of 3 additional letters and the monetary order worksheet to the Landlord, by leaving the printed physical copies March 20, 2021 at the Landlord's mailbox at the address for service as listed on the tenancy agreement. These letters are numbered 23, 24, and 25, and were uploaded to our site on March 21, 2021. Pursuant to section 88 and 90 of the Act, I find the Tenants sufficiently served these physical documents to the Landlord. The Landlord is deemed served with these documents on March 23, 2021, 3 days after they were dropped in his mailbox.

The Tenants were provided with ample opportunity to provide testimony and explanations as to what they are seeking, and why.

I have reviewed all oral and written evidence 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 Matters

The Tenants stated that they have moved out of the rental unit, as of March 1, 2021. As such, the only issue they wish to pursue on this application is monetary compensation for the items on their worksheet. Given this, I amend the Tenants' application accordingly, and their request for monetary compensation will be addressed further below.

Issue(s) to be Decided

- Are the Tenants entitled to a monetary order for money owed or compensation for damage or loss?

Background and Evidence

Tenants' Testimony

The Tenants stated that they moved into this shared rental house in November 2019, and lived there until March 1, 2021. The Tenants stated that they rented a room in a large house, and shared kitchen and bathroom facilities with several other Tenants, who also rented their own rooms, under separate tenancy agreements. The Tenants stated that the Landlord does not live in the house, although he does come by unannounced sometimes. The Tenants stated that they signed a tenancy agreement, at the start of the tenancy, for a fixed term running from November 1, 2019, until April 30, 2020. Rent was set at \$950.00 and was due on the first of the month.

In March of 2020, the Tenants signed a second tenancy agreement for a new fixed term tenancy starting May 1, 2020, running until February 28, 2021. The new monthly rent under the second agreement was for \$980.00 and was also due on the first of the month.

The Tenants provided a monetary order worksheet, which speaks to the following 5 items:

- 1) \$240.00 – illegal rent increase

The Tenants stated that they paid \$950.00 per month, in rent from November 2019 until April 20, 2020. Then, after signing a new tenancy agreement, which took effect on May 1, 2020, the Tenants stated they had to pay \$980.00. The Tenants stated the Landlord should not have raised the rent, and they should be able to get this money back.

- 2) \$2,940.00 - Loss of Quiet Enjoyment
- 3) \$3,000.00 – Aggravated Damages
- 4) \$450.00 – Loss of Privacy
- 5) \$1,000.00 – Emergency Repairs and Service

The Tenants spoke to the above items together, as they are all tied to the Landlord's behaviour, and what happened during a portion of the tenancy.

One reason the Tenants stated that they are seeking these amounts is because the Landlord tried to evict them, with a 2-Month Notice to End Tenancy, which impacted their quiet enjoyment of the unit. The Tenants stated that this Notice was issued on October 1, 2020, after the Tenants asked to be moved back into their original bedroom they had (which was larger).

The Tenants stated that when they first moved in, they lived in a larger bedroom on the main floor of the house for 9 months from November 2019, until the end of July 2020, at which point the Landlord asked them to switch bedrooms because he had to decommission an adjoining wall in that room because the city took issue with it (it was unpermitted). The Tenants stated that they moved to the smaller bedroom upstairs at the Landlord's request around the end of July 2020. Although they were told they could have their original room back after approximately 2 months, they were given a 2 Month Notice to End Tenancy on October 1, 2020, instead of being given their larger room back. The Tenants stated that this whole ordeal was stressful for them, as was the thought of having to move.

Regarding the aggravated damages portion of the claim, one of the Tenants stated that she suffered repeated anxiety and panic attacks due to the stresses the Landlord put them under with the thought of having to move during the pandemic, and especially after the Landlord attended the unit and assaulted one of the Tenants. The other Tenant noted that he suffered insomnia due to the stress of having to interact with the Landlord, and face a potential eviction. More specifically, the Tenants pointed to the incident on January 23, 2021, whereby the Landlord approached one of them in the kitchen, began yelling, and eventually grabbed the Tenant at his neck, scratching him and ripping his

shirt. The Tenants stated that this attack came on the heels of increasing hostility from the Landlord over several matters.

The Tenants stated that the Landlord came into the common areas of the house “many times”, without giving advance Notice. However, the Tenants stated they did not document many of these, nor could they recall when and how often they occurred. The only instances the Tenants pointed out were on October 1, 2020, when the Landlord came into the house, and posted the 2-Month Notice on the Tenants bedroom door. Another instance the Tenants pointed out was on November 1, 2020, when the Landlord came to the Tenants’ bedroom door to ask why the Tenants paid rent. The Tenants did not answer their door, and the Landlord returned on November 3, 2020, to ask why November rent was paid. The Landlord was asking because he issued the 2 Month Notice, which entitled the Tenants to withhold their last month’s rent. The Tenants stated that, at this time, they told the Landlord they were not going to move out in accordance with the Notice, and were not leaving until the end of their fixed term lease, in February 2021.

The Tenants also pointed to a time where the Landlord stopped by the common areas of the house to use the washroom, and another time when he came at 8 am for an unknown reason. The Tenants feel they lost quiet enjoyment of their space, including common areas because of this “loss of privacy” and the unannounced visits.

The Tenants stated that the Landlord again came into the house (kitchen), on January 23, 2021, and began to yell at the Tenants for numerous things. The Landlord started yelling and asking why the fireplace was turned on, and at one point the Landlord physically attacked one of the Tenants, grabbed him by the collar, and scratched his neck. The Tenants stated that the Landlord ripped part of the Tenant’s shirt, and the police were later called to document what happened.

The Tenants also pointed out that there was an issue with the garbage collection in December of 2020, when the Tenants in the basement of the house improperly put garbage out for pickup, which caused the garbage to not be collected by the truck. The Tenants stated that since the Tenants downstairs did not put their garbage in the cans properly, it created a mess, and further accumulation of garbage since the regular curbside pickup was deferred until the garbage was put out properly. The Tenants stated that the accumulation of garbage negatively affected their living situation for a period of time. However, they did not specify how long the issue went on for, or how it impacted them. The Tenants were unclear about how and when they told the Landlord

about the issue, and when it was remedied. The Tenants explanation of the garbage issue was somewhat scattered and unclear.

Tenants Documentary Evidence

As stated above, the majority of the Tenant's digital documentary evidence is not admissible as most of it was on the USB stick. However, 3 documents in the Tenants' evidence, #23, 24, and 25, were properly served and admissible. They are summarized as follows:

The first letter was from a roommate, L.C., who confirmed a few things, including that the Landlord gave the Tenants a 2 Month Notice (the Notice) on October 1, 2020, and the Landlord was pretending to need the space for himself. On November 1, 2020, the Landlord came into the common area of the house, and knocked on the Tenants bedroom door a few times. In December 2020, there was a lot of garbage in the garden and in the house for around 15 days due to a mistake made by the Tenants in the lower rental unit. L.C. confirmed that the Landlord did not do much to resolve the garbage issue. L.C. further stated that the Landlord appeared in the house on January 23, 2021, without notice, and began arguing with the Tenant in the kitchen. L.C. stated that the Landlord was threatening the Tenant and physically grabbed him at the neck. The Landlord ripped the Tenant's shirt, and subsequently the police were called. L.C. further noted that the Landlord appeared the following day to remove some of his furniture from the common areas.

The second letter provided into evidence from V.V. explained that the she was a roommate and witnessed some of the issues. More specifically, V.V. noted that the Tenants were asked to move from a larger bedroom to a smaller bedroom, part way through the tenancy. This was supposed to be short term, but rather than allow the Tenants to move back into their larger bedroom, the Landlord issued a 2-Month Notice to End Tenancy (in October 2020). V.V. heard and saw the Landlord enter the house on November 3, 2020, to knock on the Tenants bedroom door, and again on January 24, 2021, when the Landlord came back to pick up some belongings. V.V. also noted that one of the Tenants suffered emotionally from the stress of having the Landlord come into the house on different occasions.

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. Awards for compensation are provided in sections 7 and 67 of the *Act*. Accordingly, an applicant must prove the following:

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

In this instance, the burden of proof is on the Tenants to prove the existence of the damage/loss and that it stemmed directly from a violation of the *Act*, regulation, or tenancy agreement on the part of the Landlord. Once that has been established, the Tenants must then provide evidence that can verify the value of the loss or damage. Finally it must be proven that the Tenants did everything possible to minimize the damage or losses that were incurred.

First, I will address the Tenants' allegations regarding the "illegal rent increase" (item #1 in their worksheet). Having reviewed the testimony and evidence on this matter, I find the rent was not increased unlawfully.

Part 3 of the Act and Policy Guideline 37 to the Act explains the requirements a landlord must follow in order to affect a legal rent increase by written notice.

The Act requires a landlord to give to a tenant a notice of rent increase in the approved form at least three months before the effective date of the increase. The Act also requires that a landlord must not impose a rent increase that is more than the allowable limit which is calculated in accordance with the regulations, unless ordered by the director or agreed to by the Tenant in writing.

In this case, a notice of rent increase was not issued. Rather, the Tenants signed a new tenancy agreement, whereby they agreed to a new lease, with a new term, and a new base rent. The Tenants were under no obligation to sign a new tenancy agreement, and by doing so, they agreed to the increased amount of rent, as well as any new terms. I do not find the new tenancy agreement signed and entered into amounts to an illegal rent increase. I dismiss this item, in full.

Next, I turn to the Tenants' claim for compensation for "emergency repairs" and services in the amount of \$1,000.00. The Tenants did not articulate how this amount was calculated, or how it qualifies as an emergency repair. This is item #5 on the Tenants'

monetary worksheet. On this worksheet, the Tenants listed that this item is to repay them for the cleaning and hassle they had to do deal with for “garbages, dirty carpet, wall destruction”. The Tenants did not elaborate further to explain why they are entitled to this amount.

Section 33 of the Act defines “emergency repairs” as follows:

Emergency repairs

33 (1) *In this section, "emergency repairs" means repairs that are*

(a) urgent,

(b) necessary for the health or safety of anyone or for the preservation or use of residential property, and

(c) made for the purpose of repairing

(i) major leaks in pipes or the roof,

(ii) damaged or blocked water or sewer pipes or plumbing fixtures,

(iii) the primary heating system,

(iv) damaged or defective locks that give access to a rental unit,

(v) the electrical systems, or

(vi) in prescribed circumstances, a rental unit or residential property.

There is insufficient evidence that any of the issues raised by the Tenants qualify as emergency repairs, or that they are entitled to reimbursement for the issues they raised under section 33 of the Act. Further, there is no evidence the Tenants actually spent any money on any repairs, which warrant reimbursement. It appears the Tenants are unhappy they had to clean up after the above noted issues, but I do not find this entitles them to compensation for emergency repairs/services. I dismiss this item, in full.

Next, I turn to the item #2 (loss of quiet enjoyment) and item #4(loss of privacy) on the Tenant’s worksheet. The Tenants expressed that both of these issues related to their quiet enjoyment of the rental unit, and as such, they will be addressed together, under that framework.

Loss of Quiet Enjoyment

Section 28 of the Act, states that 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;
- (d) use of common areas for reasonable and lawful purposes, free from significant interference.

I turn to the following two Residential Tenancy Branch Policy Guidelines:

The Residential Tenancy Branch Policy Guideline #16
(Compensation for Damage or Loss)

Damage or loss is not limited to physical property only, but also includes less tangible impacts such as:

- *Loss of access to any part of the residential property provided under a tenancy agreement;*
- *Loss of a service or facility provided under a tenancy agreement;*
- **Loss of quiet enjoyment;**
- *Loss of rental income that was to be received under a tenancy agreement and costs associated; and,*
- *Damage to a person, including both physical and mental*

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.

The Residential Tenancy Branch Policy Guideline # 6
(Entitlement to Quiet Enjoyment)

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.

Also, I note there is some applicable portions of the Act with respect to entering the rental unit or premises:

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).

Having reviewed the admissible evidence and testimony, I note this house is a large house, with around 6 bedrooms, many of which are rented under separate tenancy agreements. These separate tenancies all appear to share a communal space (kitchen and bathrooms), and living rooms with the Tenants on this application. It appears that there is a large amount of communal space, but each Tenant has exclusive access to their own bedroom. Otherwise, they share a fair amount of interior living space.

The Tenants did not provide copies of the other tenancy agreements the Landlord had with all the other roommates who share common space in the house. Also, the Tenants did not speak to the nature of those tenancy agreements and whether or not the Landlord had any arrangements with them that would necessitate a lawful visit to the communal areas of the home. There is insufficient evidence to establish that the Landlord did not have any of the other Tenants' permission to enter the shared common areas of the house, such that I could find the Landlord breached section 29 of the Act when he attended the rental unit on the various occasions noted by the Tenants (ie – to knock on the Tenant's bedroom door, or enter the communal kitchen). I accept that the Tenants on this application had partial use of the common areas, and exclusive use of their one bedroom. However, there is no evidence to suggest that the Landlord ever entered the Tenants' private bedroom without giving proper notice. I find there is

insufficient evidence to establish that the Landlord violated the Act with respect to illegal access and loss of privacy. I dismiss item #4, in full.

With respect to the Tenants' claim for loss of quiet enjoyment, I note the Tenants are seeking \$2,940.00. The Tenants listed this amount as 3 x \$980.00, which is 3 months worth of rent. I have reviewed the Tenant's testimony and evidence on this matter. The Tenants provided a generally unclear and scattered explanation as to how all the issues affected their quiet enjoyment. The Tenants were unable to explain how this amount was arrived at, other than the fact they felt 3 months rent was reasonable as compensation for the distress they had to deal with.

Although the Tenants poorly articulated what all the issues were which impacted their quiet enjoyment, and what the actual impacts were, I reasonably interpret their statements as being related to the following main issues:

- 1) Landlord entering the house "many times" without proper notice
- 2) Landlord issuing a 2-Month Notice despite having no intention to move into the room himself
- 3) Landlord failed to solve the issue with the garbage collection in December 2020
- 4) Tenants had to move from large room to a room which was around 30% smaller in due to bylaw infractions and the room being unpermitted

With respect to the first issue, I find the Tenants provided a very unclear explanation as to how many times the Landlord entered, when, and how it impacted them. There is no evidence to show that, when the Landlord attended the rental unit to deliver the 2 Month Notice in October, and when he returned and knocked on the Tenant's door in November, that this was contrary to the Act. Ultimately, the Tenants have not sufficiently explained why they ought to be entitled to compensation for loss of quiet enjoyment for the times the Landlord entered the common areas of the house, given the lack of evidence showing what sort of agreements and arrangements he has with others who also share this common living space. There is no evidence the Landlord ever entered the Tenants' exclusive private bedroom space.

With respect to the second item, I note the Tenants received the 2 Month Notice on October 1, 2020, and they applied to cancel that Notice on October 11, 2020. A hearing was held on January 4, 2021, and the Landlord never attended to explain why the Notice was issued. As such, the Notice was cancelled. I note the Tenants have not applied for monetary compensation pursuant to section 51 of the Act, and this appears to be about their loss of quiet enjoyment due to being issued the Notice. However, the

Tenants failed to explain how their quiet enjoyment of the rental unit was impacted by receiving the Notice. I note the Landlord is entitled to issue a 2-Month Notice to End Tenancy, just as the Tenants are entitled to dispute that Notice if they feel it is issued improperly. The Landlord failed to attend that hearing to substantiate why the Notice was issued, but I do not find this means the Tenants are entitled to a monetary amount just for receiving the Notice, especially in the absence of evidence showing how it impacted their quiet enjoyment.

With respect to the 3rd item above, I find the Tenants did a poor job articulating the nature and extent of the garbage issue. There are no admissible photos or any evidence showing the extent of the problem, and how it would have impacted their use of the space. I accept that it happened in December 2020, and it appears there was a delayed curbside pickup, which caused garbage to accumulate. However, it is unclear how this affected and impacted the Tenants use of the space or their quiet enjoyment.

With respect to the 4th item, I find the Tenants have also failed to sufficiently articulate how their quiet enjoyment was impacted by having to change bedrooms (move from a larger room to a smaller room).

A breach of the entitlement to quiet enjoyment means *substantial interference with the ordinary and lawful enjoyment of the premises*. I do not find the Tenants have sufficiently articulated how this occurred. Overall, I find the Tenants have not sufficiently demonstrated that they suffered a loss of quiet enjoyment for any of the reasons presented.

However, I find the Tenants have established that they are entitled to a rent reduction, as follows. Based on their undisputed testimony, I accept that the Tenants were forced to move from a large bedroom, to a bedroom which was around 30% smaller, due to the fact the Landlord had to remove a wall to satisfy the municipality (unpermitted space). This occurred around the end of July 2020 and the Tenants had to remain in the smaller room for the duration of the tenancy, which lasted until March 1, 2021. This amounts to approximately 7 months whereby the Tenants suffered a reduction in the value of their tenancy, due to having a significantly smaller bedroom through no fault of their own. I find this entitles the Tenants to a rent reduction.

Residential Tenancy Policy Guideline #22 - Termination or Restriction of a Service or Facility states as follows:

C. RENT REDUCTION

Where it is found there has been a substantial reduction of a service or facility, without an equivalent reduction in rent, an arbitrator may make an order that past or future rent be reduced to compensate the tenant.

[...]

Where there is a termination or restriction of a service or facility for quite some time, through no fault of the landlord or tenant, an arbitrator may find there has been a breach of contract and award a reduction in rent.

I award the Tenants a rent reduction of 15% of all rent paid over the 7-month period where they had to stay in a 30% smaller room. The bedroom was only one part of the Tenants' total living space, and it appears they still had access to the remainder of the common areas throughout the tenancy. I award 15% of $\$980.00 \times 7 = \$1,029.00$.

Next, I turn to the Tenants' request for aggravated damages (item #3 above).

In addition to other damages an arbitrator may award aggravated damages. These damages are an award, or an augmentation of an award, of compensatory damages for non-pecuniary losses. (Intangible losses for physical inconvenience and discomfort, pain and suffering, loss of amenities, mental distress, etc.) Aggravated damages are designed to compensate the person wronged, for aggravation to the injury caused by the wrongdoer's behaviour. They are measured by the wronged person's suffering.

The damage must be caused by the deliberate or negligent act or omission of the wrongdoer. However, unlike punitive damages, the conduct of the wrongdoer need not contain an element of wilfulness or recklessness in order for an award of aggravated damages to be made. All that is necessary is that the wrongdoer's conduct was highhanded. The damage must also be reasonably foreseeable that the breach or negligence would cause the distress claimed.

They must also be sufficiently significant in depth, or duration, or both, that they represent a significant influence on the wronged person's life.

I note the Tenants expressed that they are seeking this amount because the Landlord was always somewhat hostile to them, and that this hostility climaxed on January 23, 2021, when the Landlord approached one of the Tenants in the kitchen, started shouting, and grabbed the Tenant at his neck. The Tenants provided a witness

statement corroborating that the Landlord physically assaulted the Tenant in the kitchen, ripped the Tenant's shirt, and scratched his neck. It appears the police were called.

I note that one Tenant stated she suffered significant panic attacks due to her fear of the Landlord, and the other Tenant stated he suffered significant insomnia since he was concerned the Landlord could return to the house and cause more issues. I accept that these impacts would have worsened, significantly after the incident on January 23, 2021. I accept that it would be distressing for both Tenants to think that they had little other choice than to continue living at a house for at least another month after the Landlord had physically assaulted one of them, especially in a living environment where the Landlord would sometimes appear in and around the common areas of the home. I accept that the Landlord's conduct on January 23, 2021, would have caused both Tenants distress. I find the Tenants have established a claim for aggravated damages. I award \$1,000.00 in total for this item, roughly calculated by the amount of rent paid from when the assault occurred (January 23, 2021), to when the tenancy ended (March 1, 2021).

Further, section 72 of the *Act* gives me authority to order the repayment of a fee for an application for dispute resolution. Since the Tenants were successful in this hearing, I also order the Landlord to repay the \$100.00 fee the Tenants paid to make the application for dispute resolution.

In summary, I grant the monetary order based on the following:

Claim	Amount
Rent Reduction	\$1,029.00
Aggravated Damages	\$1,000.00
Filing Fee	\$100.00
TOTAL:	\$2,129.00

Conclusion

The Tenants are granted a monetary order pursuant to Section 67 in the amount of **\$2,129.00**. This order must be served on the Landlord. If the Landlord fails to comply

with this order the Tenants may file the order in the Provincial Court (Small Claims) and be 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: April 12, 2021

Residential Tenancy Branch